

000595

DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO

## EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

105

June 23, 2008

07/08

SUBJECT: FY2009 Agreements With Self-Managed Maintenance Assessment Districts

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: Greater Golden Hill Community Development Corp. -  
Little Italy Association of San Diego -  
Adams Avenue Business Association -  
College Area Economic Development Corp. -  
Central Commerical District Revitalization Corp. -  
Ocean Beach Merchants Association, Inc. -  
City Heights Business Association -  
Hillcrest Business Improvement Association, Inc. -

Amount of this Action: \$221,648  
Funding Source: City  
Goal: 15% Volunteer

**SUBCONSULTANT PARTICIPATION**

There is no subconsultant activity associated with this action.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

The Greater Golden Hill Community Development Corp., Little Italy Association of San Diego, Adams Avenue Business Association, College Area Economic Development Corp., Central Commerical District Revitalization Corp., Ocean Beach Merchants Association, City Heights Business Association and the Hillcrest Business Improvement Association have submitted updated Workforce Reports for their agencies. All of the workforces reflect less than 15 employees and therefore, are exempt from employment category goals

**ADDITIONAL COMMENTS**

The *Work Force Analyses* are attached.



Beryl Rayford  
EOC Program Manager by:AMJ

Date WOFO Submitted: 5/30/2008

Input by: **a)**

Goals reflect statistical labor force

Availability for the following:

2000 CLFA

**San Diego, CA**

City of San Diego/Equal Opportunity Contracting

## WORK FORCE ANALYSIS REPORT

FOR

Company: *Adams Avenue Business Association*

I. TOTAL WORK FORCE:

|                        | Black      |   |   | Hispanic   |   |   | Asian      |   |   | American Indian |   |   | Filipino   |   |   | White |   |   | Other |  |  |
|------------------------|------------|---|---|------------|---|---|------------|---|---|-----------------|---|---|------------|---|---|-------|---|---|-------|--|--|
|                        | CLFA Goals | M | F | CLFA Goals | M | F | CLFA Goals | M | F | CLFA Goals      | M | F | CLFA Goals | M | F | M     | F | M | F     |  |  |
| Mgmt & Financial       | 3.3%       | 0 | 0 | 11.9%      | 0 | 0 | 6.2%       | 0 | 0 | 0.4%            | 0 | 0 | 6.2%       | 0 | 0 | 1     | 1 | 0 | 0     |  |  |
| Professional           | 4.0%       | 0 | 0 | 12.8%      | 0 | 0 | 6.5%       | 0 | 0 | 0.5%            | 0 | 0 | 6.5%       | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| A&E, Science, Computer | 2.8%       | 0 | 0 | 7.3%       | 0 | 0 | 16.2%      | 0 | 0 | 0.3%            | 0 | 0 | 16.2%      | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Technical              | 6.6%       | 0 | 0 | 14.8%      | 0 | 0 | 17.2%      | 0 | 0 | 0.4%            | 0 | 0 | 17.2%      | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Sales                  | 3.9%       | 0 | 0 | 19.5%      | 0 | 0 | 6.8%       | 0 | 0 | 0.6%            | 0 | 0 | 6.8%       | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Administrative Support | 7.0%       | 0 | 0 | 20.8%      | 0 | 0 | 8.8%       | 0 | 0 | 0.6%            | 0 | 0 | 8.8%       | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Services               | 5.5%       | 0 | 0 | 36.9%      | 0 | 0 | 9.7%       | 0 | 0 | 0.6%            | 0 | 0 | 9.7%       | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Crafts                 | 4.5%       | 0 | 0 | 25.8%      | 0 | 0 | 9.1%       | 0 | 0 | 0.7%            | 0 | 0 | 9.1%       | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Operative Workers      | 4.3%       | 0 | 0 | 38.8%      | 0 | 0 | 20.8%      | 0 | 0 | 0.3%            | 0 | 0 | 20.8%      | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Transportation         | 8.1%       | 0 | 0 | 32.1%      | 0 | 0 | 4.5%       | 0 | 0 | 0.5%            | 0 | 0 | 4.5%       | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Laborers               | 4.4%       | 0 | 0 | 54.0%      | 0 | 0 | 4.1%       | 0 | 0 | 0.5%            | 0 | 0 | 4.1%       | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| TOTAL                  |            | 0 | 0 |            | 0 | 0 |            | 0 | 0 |                 | 0 | 0 |            | 0 | 0 | 1     | 1 | 0 | 0     |  |  |

**HOW TO READ TOTAL WORK FORCE SECTION:**

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

## II. EMPLOYMENT ANALYSIS

**Mgmt & Financial  
Professional  
A&E, Science, Computer  
Technical  
Sales  
Administrative Support  
Services  
Crafts  
Operative Workers  
Transportation  
Laborers**

**TOTAL**[illegible]

Female Goals

|       |
|-------|
| 39.8% |
| 59.5% |
| 22.3% |
| 49.0% |
| 49.4% |
| 73.2% |
| 62.3% |
| 8.6%  |
| 36.7% |
| 15.2% |
| 11.1% |

**HOW TO READ EMPLOYMENT ANALYSIS SECTION:**

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

**This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.**

File: Admin WOFO 2000

Date WOFO Submitted: 6/3/2008

Input by: aj

Goals reflect statistical labor force

availability for the following:

2000 CLFA

San Diego, CA

City of San Diego/Equal Opportunity Contracting  
**WORK FORCE ANALYSIS REPORT**

FOR

Company: Central Commercial Dist. Revitalization Corp.

## I. TOTAL WORK FORCE:

|                        | Black |   | Hispanic |   | Asian |   | American Indian |   | Filipino |   | White |   | Other |   |
|------------------------|-------|---|----------|---|-------|---|-----------------|---|----------|---|-------|---|-------|---|
|                        | M     | F | M        | F | M     | F | M               | F | M        | F | M     | F | M     | F |
| Mgmt & Financial       | 0     | 0 | 0        | 0 | 0     | 0 | 0               | 0 | 0        | 0 | 0     | 0 | 0     | 0 |
| Professional           | 0     | 0 | 0        | 0 | 0     | 0 | 0               | 0 | 0        | 0 | 0     | 0 | 0     | 0 |
| A&E, Science, Computer | 0     | 0 | 0        | 0 | 0     | 0 | 0               | 0 | 0        | 0 | 0     | 0 | 0     | 0 |
| Technical              | 0     | 0 | 0        | 0 | 0     | 0 | 0               | 0 | 0        | 0 | 0     | 0 | 0     | 0 |
| Sales                  | 0     | 0 | 0        | 0 | 0     | 0 | 0               | 0 | 0        | 0 | 0     | 0 | 0     | 0 |
| Administrative Support | 0     | 0 | 0        | 0 | 0     | 0 | 0               | 0 | 0        | 0 | 0     | 0 | 0     | 0 |
| Services               | 0     | 0 | 0        | 0 | 0     | 0 | 0               | 0 | 0        | 0 | 0     | 0 | 0     | 0 |
| Crafts                 | 0     | 0 | 0        | 0 | 0     | 0 | 0               | 0 | 0        | 0 | 0     | 0 | 0     | 0 |
| Operative Workers      | 0     | 0 | 0        | 0 | 0     | 0 | 0               | 0 | 0        | 0 | 0     | 0 | 0     | 0 |
| Transportation         | 0     | 0 | 0        | 0 | 0     | 0 | 0               | 0 | 0        | 0 | 0     | 0 | 0     | 0 |
| Laborers               | 0     | 0 | 0        | 0 | 0     | 0 | 0               | 0 | 0        | 0 | 0     | 0 | 0     | 0 |
| TOTAL                  | 0     | 0 | 0        | 0 | 0     | 0 | 0               | 0 | 0        | 0 | 6     | 0 | 0     | 0 |

## HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees.

Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial  
Professional  
A&E, Science, Computer  
Technical  
Sales  
Administrative Support  
Services  
Crafts  
Operative Workers  
Transportation  
Laborers

TOTAL

| TOTAL EMPLOYEES |   |   | Female Goals |
|-----------------|---|---|--------------|
| ALL             | M | F |              |
| 1               | 1 | 0 | 39.8%        |
| 0               | 0 | 0 | 59.5%        |
| 0               | 0 | 0 | 22.3%        |
| 0               | 0 | 0 | 49.0%        |
| 0               | 0 | 0 | 49.4%        |
| 0               | 0 | 0 | 73.2%        |
| 0               | 0 | 0 | 62.3%        |
| 0               | 0 | 0 | 8.6%         |
| 0               | 0 | 0 | 36.7%        |
| 0               | 0 | 0 | 15.2%        |
| 5               | 5 | 0 | 11.1%        |
| 6               | 6 | 0 |              |

## HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

## II. EMPLOYMENT ANALYSIS

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.

Date WOFO Submitted: 6/3/2008

Input by: aj

Goals reflect statistical labor force

availability for the following:

2000 CLFA

San Diego, CA

City of San Diego/Equal Opportunity Contracting  
**WORK FORCE ANALYSIS REPORT**

FOR

Company: City Heights Business Assoc.

000598

## I. TOTAL WORK FORCE:

|                        | CLFA Black |   |   | CLFA Hispanic |   |   | CLFA Asian |   |   | CLFA American Indian |   |   | CLFA Filipino |   |   | CLFA White |   |   | CLFA Other |   |   |
|------------------------|------------|---|---|---------------|---|---|------------|---|---|----------------------|---|---|---------------|---|---|------------|---|---|------------|---|---|
|                        | Goals      | M | F | Goals         | M | F | Goals      | M | F | Goals                | M | F | Goals         | M | F | Goals      | M | F | Goals      | M | F |
| Mgmt & Financial       | 3.3%       | 0 | 0 | 11.9%         | 0 | 0 | 6.2%       | 0 | 0 | 0.4%                 | 0 | 0 | 16.2%         | 0 | 0 | 0          | 0 | 0 | 0          | 0 | 0 |
| Professional           | 4.0%       | 0 | 0 | 12.6%         | 0 | 0 | 6.5%       | 0 | 0 | 0.5%                 | 0 | 0 | 6.5%          | 0 | 0 | 0          | 0 | 0 | 0          | 0 | 0 |
| A&E, Science, Computer | 2.8%       | 0 | 0 | 7.3%          | 0 | 0 | 16.2%      | 0 | 0 | 0.3%                 | 0 | 0 | 16.2%         | 0 | 0 | 0          | 0 | 0 | 0          | 0 | 0 |
| Technical              | 6.6%       | 0 | 0 | 14.8%         | 0 | 0 | 17.2%      | 0 | 0 | 0.4%                 | 0 | 0 | 17.2%         | 0 | 0 | 0          | 0 | 0 | 0          | 0 | 0 |
| Sales                  | 3.9%       | 0 | 0 | 19.5%         | 0 | 0 | 6.8%       | 0 | 0 | 0.6%                 | 0 | 0 | 6.8%          | 0 | 0 | 0          | 0 | 0 | 0          | 0 | 0 |
| Administrative Support | 7.0%       | 0 | 0 | 20.8%         | 0 | 1 | 8.8%       | 0 | 0 | 0.6%                 | 0 | 0 | 8.8%          | 0 | 0 | 0          | 0 | 0 | 0          | 0 | 0 |
| Services               | 5.5%       | 0 | 0 | 36.9%         | 0 | 0 | 9.7%       | 0 | 0 | 0.6%                 | 0 | 0 | 9.7%          | 0 | 0 | 0          | 0 | 0 | 0          | 0 | 0 |
| Crafts                 | 4.5%       | 0 | 0 | 25.8%         | 0 | 0 | 9.1%       | 0 | 0 | 0.7%                 | 0 | 0 | 9.1%          | 0 | 0 | 0          | 0 | 0 | 0          | 0 | 0 |
| Operative Workers      | 4.3%       | 0 | 0 | 38.8%         | 0 | 0 | 20.8%      | 0 | 0 | 0.3%                 | 0 | 0 | 20.8%         | 0 | 0 | 0          | 0 | 0 | 0          | 0 | 0 |
| Transportation         | 8.1%       | 0 | 0 | 32.1%         | 0 | 0 | 4.5%       | 0 | 0 | 0.5%                 | 0 | 0 | 4.5%          | 0 | 0 | 0          | 0 | 0 | 0          | 0 | 0 |
| Laborers               | 4.4%       | 0 | 0 | 54.0%         | 0 | 0 | 4.1%       | 0 | 0 | 0.5%                 | 0 | 0 | 4.1%          | 0 | 0 | 0          | 0 | 0 | 0          | 0 | 0 |
| TOTAL                  |            | 0 | 0 |               | 1 | 1 |            | 0 | 0 |                      | 0 | 0 |               | 0 | 0 |            | 0 | 0 |            | 0 | 0 |

## HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial  
Professional  
A&E, Science, Computer  
Technical  
Sales  
Administrative Support  
Services  
Crafts  
Operative Workers  
Transportation  
Laborers

TOTAL

| TOTAL EMPLOYEES |   |   | Female Goals |
|-----------------|---|---|--------------|
| ALL             | M | F |              |
| 1               | 1 | 0 | 39.8%        |
| 0               | 0 | 0 | 59.5%        |
| 0               | 0 | 0 | 22.3%        |
| 0               | 0 | 0 | 49.4%        |
| 0               | 0 | 0 | 49.4%        |
| 1               | 0 | 1 | 73.2%        |
| 0               | 0 | 0 | 62.3%        |
| 0               | 0 | 0 | 8.6%         |
| 0               | 0 | 0 | 36.7%        |
| 0               | 0 | 0 | 15.2%        |
| 0               | 0 | 0 | 11.1%        |
| 2               | 1 | 1 |              |

## HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

## II. EMPLOYMENT ANALYSIS

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.

File: Admin WOFO 2000

Date WOFO Submitted: 6/23/2008

Input by: aj

Goals reflect statistical labor force

availability for the following:

2000 CLFA

San Diego, CA

City of San Diego/Equal Opportunity Contracting  
**WORK FORCE ANALYSIS REPORT**

FOR

Company: College Area Economic Devel. Corp.

## I. TOTAL WORK FORCE:

| CLFA Goals   | Black |   | CLFA Goals | Hispanic |   | CLFA Goals | Asian |   | CLFA Goals | American Indian |   | CLFA Goals | Filipino |   |  | White |   |  | Other |   |
|--|-------|---|------------|----------|---|------------|-------|---|------------|-----------------|---|------------|----------|---|--|-------|---|--|-------|---|
|  | M     | F |            | M        | F |            | M     | F |            | M               | F |            | M        | F |  | M     | F |  | M     | F |
| 3.3%   | 0     | 0 | 11.9%      | 0        | 0 | 6.2%       | 0     | 0 | 0.4%       | 0               | 0 | 6.2%       | 0        | 0 |  | 0     | 1 |  | 0     | 0 |
| 4.0%   | 0     | 0 | 12.6%      | 0        | 0 | 6.5%       | 0     | 0 | 0.5%       | 0               | 0 | 6.5%       | 0        | 0 |  | 0     | 0 |  | 0     | 0 |
| 2.8%   | 0     | 0 | 7.3%       | 0        | 0 | 16.2%      | 0     | 0 | 0.3%       | 0               | 0 | 16.2%      | 0        | 0 |  | 0     | 0 |  | 0     | 0 |
| 6.6%   | 0     | 0 | 14.8%      | 0        | 0 | 17.2%      | 0     | 0 | 0.4%       | 0               | 0 | 17.2%      | 0        | 0 |  | 0     | 0 |  | 0     | 0 |
| 3.9%   | 0     | 0 | 19.5%      | 0        | 0 | 6.8%       | 0     | 0 | 0.6%       | 0               | 0 | 6.8%       | 0        | 0 |  | 0     | 0 |  | 0     | 0 |
| 7.0%   | 0     | 0 | 20.8%      | 1        | 0 | 8.8%       | 0     | 0 | 0.6%       | 0               | 0 | 8.8%       | 0        | 0 |  | 1     | 0 |  | 0     | 0 |
| 5.5%   | 0     | 0 | 36.9%      | 0        | 0 | 9.7%       | 0     | 0 | 0.6%       | 0               | 0 | 9.7%       | 0        | 0 |  | 0     | 0 |  | 0     | 0 |
| 4.5%   | 0     | 0 | 25.8%      | 0        | 0 | 9.1%       | 0     | 0 | 0.7%       | 0               | 0 | 9.1%       | 0        | 0 |  | 0     | 0 |  | 0     | 0 |
| 4.3%   | 0     | 0 | 38.8%      | 0        | 0 | 20.8%      | 0     | 0 | 0.3%       | 0               | 0 | 20.8%      | 0        | 0 |  | 0     | 0 |  | 0     | 0 |
| 8.1%   | 0     | 0 | 32.1%      | 0        | 0 | 4.5%       | 0     | 0 | 0.5%       | 0               | 0 | 4.5%       | 0        | 0 |  | 0     | 0 |  | 0     | 0 |
| 4.4%   | 0     | 0 | 54.0%      | 0        | 0 | 4.1%       | 0     | 0 | 0.5%       | 0               | 0 | 4.1%       | 0        | 0 |  | 0     | 0 |  | 0     | 0 |
| <div><div>00</div><div>10</div><div>00</div><div>00</div><div>00</div><div>11</div><div>00</div></div> |       |   |            |          |   |            |       |   |            |                 |   |            |          |   |  |       |   |  |       |   |

## HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial  
Professional  
A&E, Science, Computer  
Technical  
Sales  
Administrative Support  
Services  
Crafts  
Operative Workers  
Transportation  
Laborers

TOTAL

| TOTAL EMPLOYEES |   |   | Female Goals |
|-----------------|---|---|--------------|
| ALL             | M | F |              |
| 1               | 0 | 1 | 39.8%        |
| 0               | 0 | 0 | 59.5%        |
| 0               | 0 | 0 | 22.3%        |
| 0               | 0 | 0 | 49.0%        |
| 0               | 0 | 0 | 49.4%        |
| 2               | 2 | 0 | 73.2%        |
| 0               | 0 | 0 | 62.3%        |
| 0               | 0 | 0 | 8.6%         |
| 0               | 0 | 0 | 36.7%        |
| 0               | 0 | 0 | 15.2%        |
| 0               | 0 | 0 | 11.1%        |
| 3               | 2 | 1 |              |

## HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

## II. EMPLOYMENT ANALYSIS

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.

**WORK FORCE ANALYSIS REPORT**

Company: Greater Golden Hill Community Devel. Corp.

000600

## I. TOTAL WORK FORCE:

|                        | Black |   | Hispanic |       | Asian |   | American Indian |   | Filipino |       | White |   | Other |   |   |
|------------------------|-------|---|----------|-------|-------|---|-----------------|---|----------|-------|-------|---|-------|---|---|
|                        | Goals | M | F        | Goals | M     | F | Goals           | M | F        | Goals | M     | F | Goals | M | F |
| Mgmt & Financial       | 3.3%  | 0 | 0        | 11.9% | 0     | 1 | 6.2%            | 0 | 0        | 0.4%  | 0     | 0 | 6.2%  | 0 | 0 |
| Professional           | 4.0%  | 0 | 0        | 12.6% | 0     | 0 | 6.5%            | 0 | 0        | 0.5%  | 0     | 0 | 6.5%  | 0 | 0 |
| A&E, Science, Computer | 2.8%  | 0 | 0        | 7.3%  | 0     | 0 | 16.2%           | 0 | 0        | 0.3%  | 0     | 0 | 16.2% | 0 | 0 |
| Technical              | 6.6%  | 0 | 0        | 14.8% | 0     | 0 | 17.2%           | 0 | 0        | 0.4%  | 0     | 0 | 17.2% | 0 | 0 |
| Sales                  | 3.9%  | 0 | 0        | 19.5% | 0     | 0 | 6.8%            | 0 | 0        | 0.6%  | 0     | 0 | 6.8%  | 0 | 0 |
| Administrative Support | 7.0%  | 0 | 0        | 20.8% | 0     | 0 | 8.8%            | 0 | 0        | 0.6%  | 0     | 0 | 8.8%  | 0 | 0 |
| Services               | 5.5%  | 1 | 0        | 36.9% | 0     | 0 | 9.7%            | 0 | 0        | 0.8%  | 0     | 0 | 9.7%  | 0 | 0 |
| Crafts                 | 4.5%  | 0 | 0        | 25.8% | 0     | 0 | 9.1%            | 0 | 0        | 0.7%  | 0     | 0 | 9.1%  | 0 | 0 |
| Operative Workers      | 4.3%  | 0 | 0        | 38.8% | 0     | 0 | 20.8%           | 0 | 0        | 0.3%  | 0     | 0 | 20.8% | 0 | 0 |
| Transportation         | 8.1%  | 0 | 0        | 32.1% | 0     | 0 | 4.5%            | 0 | 0        | 0.5%  | 0     | 0 | 4.5%  | 0 | 0 |
| Laborers               | 4.4%  | 0 | 0        | 54.0% | 0     | 0 | 4.1%            | 0 | 0        | 0.5%  | 0     | 0 | 4.1%  | 0 | 0 |
| TOTAL                  |       | 1 | 0        |       | 0     | 1 |                 | 0 | 0        |       | 0     | 0 |       | 0 | 0 |

## HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial  
Professional  
A&E, Science, Computer  
Technical  
Sales  
Administrative Support  
Services  
Crafts  
Operative Workers  
Transportation  
Laborers

TOTAL

| TOTAL EMPLOYEES |   |   | Female Goals |
|-----------------|---|---|--------------|
| ALL             | M | F |              |
| 3               | 0 | 3 | 39.0%        |
| 0               | 0 | 0 | 59.5%        |
| 0               | 0 | 0 | 22.3%        |
| 0               | 0 | 0 | 49.0%        |
| 0               | 0 | 0 | 49.4%        |
| 0               | 0 | 0 | 73.2%        |
| 1               | 1 | 0 | 62.3%        |
| 0               | 0 | 0 | 8.6%         |
| 0               | 0 | 0 | 36.7%        |
| 0               | 0 | 0 | 15.2%        |
| 0               | 0 | 0 | 11.1%        |
| 4               | 1 | 3 |              |

## HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

## II. EMPLOYMENT ANALYSIS

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.

000601

File: Admin WOFO 2000

Date WOFO Submitted: 6/3/2008

Input by: aj

Goals reflect statistical labor force

Availability for the following:

2000 CLFA

San Diego, CA

# City of San Diego/Equal Opportunity Contracting **WORK FORCE ANALYSIS REPORT**

FOR

Company: Hillcrest Business Improvement Assoc.

## I. TOTAL WORK FORCE:

|                        | Black      |   | Hispanic   |   | Asian      |   | American Indian |   | Filipino   |   | White      |   | Other      |   |
|------------------------|------------|---|------------|---|------------|---|-----------------|---|------------|---|------------|---|------------|---|
|                        | CLFA Goals |   | CLFA Goals |   | CLFA Goals |   | CLFA Goals      |   | CLFA Goals |   | CLFA Goals |   | CLFA Goals |   |
| Mgmt & Financial       | 3.3%       | 0 | 11.9%      | 0 | 6.2%       | 0 | 0.4%            | 0 | 6.2%       | 0 | 1          | 1 | 0          | 0 |
| Professional           | 4.0%       | 0 | 12.6%      | 0 | 6.5%       | 0 | 0.5%            | 0 | 6.5%       | 0 | 0          | 0 | 0          | 0 |
| A&E, Science, Computer | 2.8%       | 0 | 7.3%       | 0 | 16.2%      | 0 | 0.3%            | 0 | 16.2%      | 0 | 0          | 0 | 0          | 0 |
| Technical              | 6.6%       | 0 | 14.8%      | 0 | 17.2%      | 0 | 0.4%            | 0 | 17.2%      | 0 | 0          | 0 | 0          | 0 |
| Sales                  | 3.9%       | 0 | 19.5%      | 0 | 6.8%       | 0 | 0.6%            | 0 | 6.8%       | 0 | 0          | 0 | 0          | 0 |
| Administrative Support | 7.0%       | 0 | 20.8%      | 0 | 8.8%       | 0 | 0.6%            | 0 | 8.8%       | 0 | 0          | 0 | 0          | 1 |
| Services               | 5.5%       | 0 | 36.9%      | 0 | 9.7%       | 0 | 0.6%            | 0 | 9.7%       | 0 | 0          | 0 | 0          | 0 |
| Crafts                 | 4.5%       | 0 | 25.8%      | 0 | 9.1%       | 0 | 0.7%            | 0 | 9.1%       | 0 | 0          | 0 | 0          | 0 |
| Operative Workers      | 4.3%       | 0 | 38.8%      | 0 | 20.8%      | 0 | 0.3%            | 0 | 20.8%      | 0 | 0          | 0 | 0          | 0 |
| Transportation         | 8.1%       | 0 | 32.1%      | 0 | 4.5%       | 0 | 0.5%            | 0 | 4.5%       | 0 | 0          | 0 | 0          | 0 |
| Laborers               | 4.4%       | 0 | 54.0%      | 0 | 4.1%       | 0 | 0.5%            | 0 | 4.1%       | 0 | 0          | 0 | 0          | 0 |
| TOTAL                  |            | 0 |            | 0 |            | 0 |                 | 0 |            | 0 | 1          | 1 | 0          | 1 |

## HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial  
Professional  
A&E, Science, Computer  
Technical  
Sales  
Administrative Support  
Services  
Crafts  
Operative Workers  
Transportation  
Laborers

TOTAL

| TOTAL EMPLOYEES |   |   |
|-----------------|---|---|
| ALL             | M | F |
| 2               | 1 | 1 |
| 0               | 0 | 0 |
| 0               | 0 | 0 |
| 0               | 0 | 0 |
| 1               | 0 | 1 |
| 0               | 0 | 0 |
| 0               | 0 | 0 |
| 0               | 0 | 0 |
| 0               | 0 | 0 |
| 0               | 0 | 0 |
| 3               | 1 | 2 |

Female Goals  
39.8%  
59.5%  
22.3%  
49.0%  
49.4%  
73.2%  
62.3%  
8.6%  
36.7%  
15.2%  
11.1%

## HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

## II. EMPLOYMENT ANALYSIS

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.

000602

File: Admin WOFO 2000

Date WOFO Submitted: 6/3/2008

Input by: aj

Goals reflect statistical labor force

availability for the following:

2000 CLFA

San Diego, CA

City of San Diego/Equal Opportunity Contracting

**WORK FORCE ANALYSIS REPORT**

FOR

Company: Little Italy Association of San Diego

**I. TOTAL WORK FORCE:**

|                        | Black      |   |   | Hispanic   |   |   | Asian      |   |   | American Indian |   |   | Filipino   |   |   | White |   |   | Other |   |   |
|------------------------|------------|---|---|------------|---|---|------------|---|---|-----------------|---|---|------------|---|---|-------|---|---|-------|---|---|
|                        | CLFA Goals | M | F | CLFA Goals | M | F | CLFA Goals | M | F | CLFA Goals      | M | F | CLFA Goals | M | F |       | M | F | M     | F |   |
| Mgmt & Financial       | 3.3%       | 0 | 0 | 11.9%      | 0 | 0 | 6.2%       | 0 | 0 | 0.4%            | 0 | 0 | 6.2%       | 0 | 0 |       | 0 | 0 | 0     | 0 |   |
| Professional           | 4.0%       | 0 | 0 | 12.6%      | 0 | 0 | 6.5%       | 0 | 0 | 0.5%            | 0 | 0 | 6.5%       | 0 | 0 |       | 0 | 0 | 0     | 0 |   |
| A&E, Science, Computer | 2.8%       | 0 | 0 | 7.3%       | 0 | 0 | 16.2%      | 0 | 0 | 0.3%            | 0 | 0 | 16.2%      | 0 | 0 |       | 0 | 0 | 0     | 0 |   |
| Technical              | 6.6%       | 0 | 0 | 14.8%      | 0 | 0 | 17.2%      | 0 | 0 | 0.4%            | 0 | 0 | 17.2%      | 0 | 0 |       | 0 | 0 | 0     | 0 |   |
| Sales                  | 3.9%       | 0 | 0 | 19.5%      | 0 | 0 | 6.8%       | 0 | 0 | 0.6%            | 0 | 0 | 6.8%       | 0 | 0 |       | 0 | 0 | 0     | 0 |   |
| Administrative Support | 7.0%       | 0 | 0 | 20.8%      | 0 | 0 | 8.8%       | 0 | 0 | 0.8%            | 0 | 0 | 8.8%       | 0 | 0 |       | 0 | 0 | 0     | 0 |   |
| Services               | 5.5%       | 5 | 5 | 36.9%      | 0 | 0 | 9.7%       | 0 | 0 | 0.6%            | 0 | 0 | 9.7%       | 0 | 0 |       | 2 | 0 | 0     | 1 |   |
| Crafts                 | 4.5%       | 0 | 0 | 25.8%      | 0 | 0 | 9.1%       | 0 | 0 | 0.7%            | 0 | 0 | 9.1%       | 0 | 0 |       | 0 | 0 | 0     | 0 |   |
| Operative Workers      | 4.3%       | 0 | 0 | 38.8%      | 0 | 0 | 20.8%      | 0 | 0 | 0.3%            | 0 | 0 | 20.8%      | 0 | 0 |       | 0 | 0 | 0     | 0 |   |
| Transportation         | 8.1%       | 0 | 0 | 32.1%      | 0 | 0 | 4.5%       | 0 | 0 | 0.5%            | 0 | 0 | 4.5%       | 0 | 0 |       | 0 | 0 | 0     | 0 |   |
| Laborers               | 4.4%       | 0 | 0 | 54.0%      | 0 | 0 | 4.1%       | 0 | 0 | 0.5%            | 0 | 0 | 4.1%       | 0 | 0 |       | 0 | 0 | 0     | 0 |   |
| TOTAL                  |            | 5 | 5 |            | 0 | 0 |            | 0 | 0 |                 | 0 | 0 |            | 0 | 0 |       | 2 | 0 |       | 0 | 1 |

**HOW TO READ TOTAL WORK FORCE SECTION:**

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial  
Professional  
A&E, Science, Computer  
Technical  
Sales  
Administrative Support  
Services  
Crafts  
Operative Workers  
Transportation  
Laborers

**TOTAL**

| TOTAL EMPLOYEES |          |          |
|-----------------|----------|----------|
| ALL             | M        | F        |
| 0               | 0        | 0        |
| 0               | 0        | 0        |
| 0               | 0        | 0        |
| 0               | 0        | 0        |
| 0               | 0        | 0        |
| 0               | 0        | 0        |
| 13              | 7        | 6        |
| 0               | 0        | 0        |
| 0               | 0        | 0        |
| 0               | 0        | 0        |
| <b>13</b>       | <b>7</b> | <b>6</b> |

Female Goals  
39.8%  
59.5%  
22.3%  
49.0%  
49.4%  
73.2%  
62.3%  
8.6%  
36.7%  
15.2%  
11.1%

**HOW TO READ EMPLOYMENT ANALYSIS SECTION:**

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

**II. EMPLOYMENT ANALYSIS**

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.



File: Admin WOFO 2000

Date WOFO Submitted: 6/3/2008

Input by: aj

Goals reflect statistical labor force

availability for the following:

2000 CLFA

San Diego, CA

City of San Diego/Equal Opportunity Contracting

**WORK FORCE ANALYSIS REPORT**

FOR

Company: Ocean Beach Merchants Assoc.

000603

## I. TOTAL WORK FORCE:

|                        | Black      |   |   | Hispanic   |   |   | Asian      |   |   | American Indian |   |   | Filipino   |   |   | White |   |   | Other |  |  |
|------------------------|------------|---|---|------------|---|---|------------|---|---|-----------------|---|---|------------|---|---|-------|---|---|-------|--|--|
|                        | CLFA Goals | M | F | CLFA Goals | M | F | CLFA Goals | M | F | CLFA Goals      | M | F | CLFA Goals | M | F | M     | F | M | F     |  |  |
| Mgmt & Financial       | 3.3%       | 0 | 0 | 11.9%      | 0 | 0 | 6.2%       | 0 | 0 | 0.4%            | 0 | 0 | 6.2%       | 0 | 0 | 1     | 1 | 0 | 0     |  |  |
| Professional           | 4.0%       | 0 | 0 | 12.6%      | 0 | 0 | 6.5%       | 0 | 0 | 0.5%            | 0 | 0 | 6.5%       | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| A&E, Science, Computer | 2.8%       | 0 | 0 | 7.3%       | 0 | 0 | 16.2%      | 0 | 0 | 0.3%            | 0 | 0 | 16.2%      | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Technical              | 6.6%       | 0 | 0 | 14.8%      | 0 | 0 | 17.2%      | 0 | 0 | 0.4%            | 0 | 0 | 17.2%      | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Sales                  | 3.8%       | 0 | 0 | 19.5%      | 0 | 0 | 6.8%       | 0 | 0 | 0.6%            | 0 | 0 | 6.8%       | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Administrative Support | 7.0%       | 0 | 0 | 20.8%      | 0 | 0 | 8.8%       | 0 | 0 | 0.6%            | 0 | 0 | 8.8%       | 0 | 0 | 0     | 2 | 0 | 0     |  |  |
| Services               | 5.5%       | 0 | 0 | 36.9%      | 0 | 0 | 9.7%       | 0 | 0 | 0.6%            | 0 | 0 | 9.7%       | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Crafts                 | 4.5%       | 0 | 0 | 25.8%      | 0 | 0 | 9.1%       | 0 | 0 | 0.7%            | 0 | 0 | 9.1%       | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Operative Workers      | 4.3%       | 0 | 0 | 38.8%      | 0 | 0 | 20.8%      | 0 | 0 | 0.3%            | 0 | 0 | 20.8%      | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Transportation         | 8.1%       | 0 | 0 | 32.1%      | 0 | 0 | 4.5%       | 0 | 0 | 0.5%            | 0 | 0 | 4.5%       | 0 | 0 | 0     | 0 | 0 | 0     |  |  |
| Laborers               | 4.4%       | 0 | 0 | 54.0%      | 0 | 0 | 4.1%       | 0 | 0 | 0.5%            | 0 | 0 | 4.1%       | 0 | 0 | 2     | 0 | 0 | 0     |  |  |
| TOTAL                  |            | 0 | 0 |            | 0 | 0 |            | 0 | 0 |                 | 0 | 0 |            | 0 | 0 | 3     | 3 | 0 | 0     |  |  |

## HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

## II. EMPLOYMENT ANALYSIS

Mgmt & Financial  
Professional  
A&E, Science, Computer  
Technical  
Sales  
Administrative Support  
Services  
Crafts  
Operative Workers  
Transportation  
Laborers

TOTAL

| TOTAL EMPLOYEES |   |   | Female Goals |
|-----------------|---|---|--------------|
| ALL             | M | F |              |
| 2               | 1 | 1 | 39.8%        |
| 0               | 0 | 0 | 59.5%        |
| 0               | 0 | 0 | 22.3%        |
| 0               | 0 | 0 | 49.0%        |
| 0               | 0 | 0 | 49.4%        |
| 2               | 0 | 2 | 73.2%        |
| 0               | 0 | 0 | 62.3%        |
| 0               | 0 | 0 | 8.6%         |
| 0               | 0 | 0 | 36.7%        |
| 0               | 0 | 0 | 15.2%        |
| 2               | 2 | 0 | 11.1%        |
| 6               | 3 | 3 |              |

## HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.

|  |                               |   |             |  |   |                                       |  |   |          |   |
|--|-------------------------------|---|-------------|--|---|---------------------------------------|--|---|----------|---|
| 000605   |                               | <b>REQUEST FOR COUNCIL ACTION</b><br>CITY OF SAN DIEGO                      |             |  |   |                                       | 1. CERTIFICATE NUMBER<br>(FOR AUDITOR'S USE ONLY)<br><b>AC 2800908</b> |   |          |   |
| TO: CITY ATTORNEY  |                               | 2. FROM (ORIGINATING DEPARTMENT):<br>CITY PLANNING AND COMMUNITY INVESTMENT |             |  |   |                                       | 3. DATE: May 20, 2008 105<br>07/08                                     |   |          |   |
| 4. SUBJECT:<br>FY2009 Agreements with Self-Managed Maintenance Assessment Districts.   |                               |   |             |  |   |                                       |  |   |          |   |
| 5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.)<br>Luis E. Ojeda, (619) 236-6475 MS-56D  |                               |   |             |  | 6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.)<br>Scott Kessler, (619) 236-6421 MS-56D |                                       |  | 7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED <input checked="" type="checkbox"/> |          |   |
| <b>8. COMPLETE FOR ACCOUNTING PURPOSES</b>   |                               |   |             |  |   |                                       |  |   |          |   |
| fund   | 70241                         | 70247   | 70260       | 70261  | 70266   | 70267                                 | 70268  | 70284   | 70286    | 9. ADDITIONAL INFORMATION / ESTIMATED COST:   |
| DEPT.  | 70241                         | 70247   | 70260       | 70261  | 70266   | 70267                                 | 70268  | 70284   | 70286    | Under the terms of the agreements, the City will be reimbursed \$221,648 for administrative services. |
| ORGANIZATION   | 2000                          | 2000  | 2000        | 2000   | 2000  |                                       | 2000   | 2000  | 2000     |   |
| OBJECT ACCOUNT   | 4251                          | 4251  | 4251        | 4251   | 4251  | 4251                                  | 4251   | 4251  | 4251     |   |
| JOB ORDER  | 095341                        | 070247  | 002000      | 002000   | 070266  |                                       | 070268   | 070284  |          |   |
| C.I.P. NUMBER  |                               |   |             |  |   |                                       |  |   |          |   |
| AMOUNT   | \$8,565                       | \$7,530   | \$32,782    | \$111,940  | \$40,549  | \$221,648                             | \$45,314   | \$8,995   | \$60,000 | DE 28001810   |
| <b>10. ROUTING AND APPROVALS</b>   |                               |   |             |  |   |                                       |  |   |          |   |
| ROUTE (#)  | APPROVING AUTHORITY           | APPROVAL SIGNATURE  | DATE SIGNED | ROUTE (#)  | APPROVING AUTHORITY   | APPROVAL SIGNATURE                    | DATE SIGNED  |   |          |   |
| 1  | DEPUTY DIRECTOR ECONOMIC DEV. | SCOTT KESSLER <i>[Signature]</i>  | 5/30/08     | 8  | DEPUTY CHIEF  | WILLIAM ANDERSON <i>[Signature]</i>   | 5/31/08  |   |          |   |
| 2  | DEPARTMENT DIRECTOR           | WILLIAM ANDERSON <i>[Signature]</i>   | 5/30/08     | 9  | COO   | JAY GOLDSTONE <i>[Signature]</i>      | 6/20/08  |   |          |   |
| 3  | EAS                           | <i>[Signature]</i>  | 5/2/08      | 10   | CITY ATTORNEY   | KIMBERLY K. KAELEN <i>[Signature]</i> | 6/24/08  |   |          |   |
| 4  | EOCP                          | <i>[Signature]</i>  | 6/27/08     | 11   | ORIG. DEPT  | LUIS OJEDA <i>[Signature]</i>         | 6/25/08  |   |          |   |
| 5  | LIASON OFFICE                 | ED PLANK <i>[Signature]</i>   | 9/4/08      | DOCKET COORD: _____ COUNCIL LIAISON: _____<br>COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION<br><input type="checkbox"/> REFER TO: _____ COUNCIL DATE: _____ |   |                                       |  |   |          |   |
| 6  | FINANCIAL MGT                 | AUTHORIZED SIGNER <i>[Signature]</i>  | 6/16/08     |  |   |                                       |  |   |          |   |
| 7  | AUDITOR                       | FERNANDA FIGUEROA <i>[Signature]</i>  | 6/18/08     |  |   |                                       |  |   |          |   |
| 11. PREPARATION OF: <input checked="" type="checkbox"/> RESOLUTIONS <input type="checkbox"/> ORDINANCE(S) <input checked="" type="checkbox"/> AGREEMENT(S) <input type="checkbox"/> DEED(S)  |                               |   |             |  |   |                                       |  |   |          |   |
| 1) Authorizing the Mayor to execute an Agreement with the Adams Avenue Business Association for administration of Contracts for Goods and Contracts for Services for the Adams Avenue Maintenance Assessment District for a one year period in accordance with the San Diego Municipal Code Section 65.0212. The effective date and term of the Agreement is July 1, 2008 through June 30 2009.  |                               |   |             |  |   |                                       |  |   |          |   |
| 11A. STAFF RECOMMENDATIONS:<br>Approve the resolution(s).  |                               |   |             |  |   |                                       |  |   |          |   |
| 12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)<br>COUNCIL DISTRICT(S): 2, 3, 7, 8<br>COMMUNITY AREA(S): CENTRE CITY, COLLEGE AREA, CITY HEIGHTS, NORTH PARK, GREATER GOLDEN HILL, OCEAN BEACH, SOUTHEASTERN, UPTOWN<br>ENVIRONMENTAL IMPACT: THIS ACTIVITY IS NOT A PROJECT AND THEREFORE NOT SUBJECT TO CEQA PURSUANT TO THE STATE CEQA GUIDELINES SECTION 15060(C)(3)<br>HOUSING IMPACT: NONE<br>OTHER ISSUES: NONE<br>CITY CLERK INSTRUCTION: IF APPROVED PLEASE SEND COPIES OF THE RESO(S) TO LUIS OJEDA, MS 56D. |                               |   |             |  |   |                                       |  |   |          |   |

000606

**Continue 1472, FY2009 Agreements with Self-Managed Maintenance Assessment Districts.**

2. Authorizing the Auditor and Comptroller to expend funds in an amount not to exceed \$7,530 for administration services to be provided by the Adams Avenue Business Association beginning July 1, 2008 through June 30, 2009 contingent upon approval of the Fiscal Year 2009 Appropriation Ordinance.
3. Authorizing the Mayor to execute an Agreement with the Central Commercial District Revitalization Corporation for administration of Contracts for Goods and Contracts for Services for the Central Commercial Maintenance Assessment District for a one year period in accordance with the San Diego Municipal Code Section 65.0212. The effective date and term of the Agreement is July 01, 2008 through June 30, 2009.
4. Authorizing the Auditor and Comptroller to expend funds in an amount not to exceed \$32,782 for administration services to be provided by the Central Commercial District Revitalization beginning July 01, 2008 through June 30, 2009 contingent upon approval of the Fiscal Year 2009 Appropriation Ordinance.
5. Authorizing the Mayor to execute an Agreement with the City Heights Business Association for administration of Contracts for Goods and Contracts for Services for the City Heights Maintenance Assessment District for a one year period in accordance with the San Diego Municipal Code Section 65.0212. The effective date and term of the Agreement is July 01, 2008 through June 30, 2009.
6. Authorizing the Auditor and Comptroller to expend funds in an amount not to exceed \$45,314 for administration services to be provided by the City Heights Business Association beginning July 01, 2008 through June 30, 2009 contingent upon approval of the Fiscal Year 2009 Appropriation Ordinance.
7. Authorizing the Mayor to execute an Agreement with the College Area Economic Development Corporation for administration of Contracts for Goods and Contracts for Services for the College Heights Maintenance Assessment District for a one year period in accordance with the San Diego Municipal Code Section 65.0212. The effective date and term of the Agreement is July 01, 2008 through June 30, 2009.
8. Authorizing the Auditor and Comptroller to expend funds in an amount not to exceed \$40,549 for administration services to be provided by the College Area Economic Development Corporation beginning July 01, 2008 through June 30, 2009 contingent upon approval of the Fiscal Year 2009 Appropriation Ordinance.
9. Authorizing the Mayor to execute an Agreement with the Greater Golden Hill Community Development Corporation for administration of Contracts for Goods and Contracts for Services for the Greater Golden Hill Maintenance Assessment District for a one year period in accordance with the San Diego Municipal Code Section 65.0212. The effective date and term of the Agreement is July 01, 2008 through June 30, 2009.
10. Authorizing the Auditor and Comptroller to expend funds in an amount not to exceed \$60,000 for administration services to be provided by the Greater Golden Hill Community Development Corporation beginning July 01, 2008 through June 30, 2009 contingent upon approval of the Fiscal Year 2009 Appropriation Ordinance.
11. Authorizing the Mayor to execute an Agreement with the Hillcrest Business Association for administration of Contracts for Goods and Contracts for Services for the Hillcrest Commercial Core Maintenance Assessment District for a one year period in accordance with the San Diego Municipal Code Section 65.0212. The effective date and term of the Agreement is July 01, 2008 through June 30, 2009.
12. Authorizing the Auditor and Comptroller to expend funds in an amount not to exceed \$8,995 for administration services to be provided by Hillcrest Business Association beginning July 01, 2008 through June 30, 2009 contingent upon approval of the Fiscal Year 2009 Appropriation Ordinance.
13. Authorizing the Mayor to execute an Agreement with the Little Italy Association for administration of Contracts for Goods and Contracts for Services for the Little Italy Maintenance Assessment District for a one year period in accordance with the San Diego Municipal Code Section 65.0212. The effective date and term of the Agreement is July 01, 2008 through June 30, 2009.

000607

14. Authorizing the Auditor and Comptroller to expend funds in an amount not to exceed \$111,940 for administration services to be provided by the Little Italy Association beginning July 01, 2008 through June 30, 2009 contingent upon approval of the Fiscal Year 2009 Appropriation Ordinance.
15. Authorizing the Mayor to execute an Agreement with the Ocean Beach Main Street Association for administration of Contracts for Goods and Contracts for Services for the Newport Maintenance Assessment District for a one year period in accordance with the San Diego Municipal Code Section 65.0212. The effective date and term of the Agreement is July 01, 2008 through June 30, 2009.
16. Authorizing the Auditor and Comptroller to expend funds in an amount not to exceed \$8,565 for administration services to be provided by the Ocean Beach Main Street Association beginning July 01, 2008 through June 30, 2009 contingent upon approval of the Fiscal Year 2009 Appropriation Ordinance.
17. Approve the transfer of City administrative fees totaling \$221,648 from Adams Avenue, Central Commercial, City Heights, College Heights, Greater Golden Hill, Hillcrest Commercial Core, Little Italy, Newport Avenue Maintenance Assessment Districts and Downtown Property & Business Improvement District to fund 70267.
18. Authorizing the Auditor and Comptroller to expend funds in an amount not to exceed \$221,648 from fund 70267 for City administration of Adams Avenue, Central Commercial, City Heights, College Heights, Greater Golden Hill, Hillcrest Commercial Core, Little Italy, Newport Avenue Maintenance Assessment Districts and Downtown Property & Business Improvement for Fiscal Year 2009 contingent upon approval of the Fiscal Year 2009 Appropriation Ordinance.

609  
EXECUTIVE SUMMARY SHEET

105  
07/08

DATE REPORT ISSUED: May 20, 2008

ATTENTION: Council President and City Council

ORIGINATING DEPARTMENT: City Planning and Community Investment

SUBJECT: FY2009 Agreements with Self-Managed Maintenance Assessment Districts.

COUNCIL DISTRICT(S): 2, 3, 7, 8

STAFF CONTACT: Luis Ojeda (619-236-6475)

REQUESTED ACTION:

The City Council is being asked to authorize the following actions by resolution:

1. Authorizing the Mayor to execute Agreements with the Adams Avenue Business Association, Central Commercial District Revitalization Corporation, City Heights Business Association, College Area Economic Development Corporation, Greater Golden Hill Community Development Corporation, Hillcrest Business Association, Little Italy Association and Ocean Beach Main Street Association for administration of Contracts for Goods and Contracts for Services for the Adams Avenue, Central Commercial, City Heights, College Heights, Greater Golden Hill, Hillcrest Commercial Core, Little Italy and Newport Avenue Maintenance Assessment Districts for a one year period in accordance with the San Diego Municipal Code Section 65.0212. The effective date and term of the Agreement is July 01, 2008 through June 30 2009.
2. Authorizing the Auditor and Comptroller to expend funds for administration services to be provided by Adams Avenue Business Association, Central Commercial District Revitalization Corporation, City Heights Business Association, College Area Economic Development Corporation, Greater Golden Hill Community Development Corporation, Hillcrest Business Association, Little Italy Association and Ocean Beach Main Street Association beginning July 01, 2008 through June 30 2009 contingent upon approval of the Fiscal Year 2009 Appropriation Ordinance.
3. Approve the transfer of City administrative fees totaling \$221,648 from Adams Avenue, Central Commercial, City Heights, College Heights, Greater Golden Hill, Hillcrest Commercial Core, Little Italy, Newport Avenue Maintenance Assessment Districts and Downtown Property & Business Improvement District to fund 70267.
4. Authorizing the Auditor and Comptroller to expend funds in an amount not to exceed \$221,648 from fund 70267 for City administration of Adams Avenue, Central Commercial, City Heights, College Heights, Greater Golden Hill, Hillcrest Commercial Core, Little Italy, Newport Avenue Maintenance Assessment Districts and Downtown Property & Business Improvement for Fiscal Year 2009 contingent upon approval of the Fiscal Year 2009 Appropriation Ordinance.

STAFF RECOMMENDATION:

Approve all the requested actions mentioned above.

EXECUTIVE SUMMARY:

The San Diego Municipal Code allows non-profit corporations to administer MADs when an assessment weighted majority of district property owners support the selection of a particular non-profit corporation for their district. The San Diego Municipal Code Section 65.0212 paragraph (b)(2), authorizes the City Council to approve a one year Agreement with non-profit corporations to administer the Contracts for Goods and Contracts for Services in Maintenance Assessment Districts ("MADs"). The property owner selected non-profit corporations ("Associations") have managed their annual Agreements since the inception of each MAD and wish to continue their contract with the City from July 01, 2008 through June 30 2009. This action will authorize the Mayor to execute Agreements between the City and the Associations for a period of one year beginning on July 01, 2008 through June 30 2009. The Agreements provide the following:

- 6/10
1. The Associations will administer Contracts for Goods and Contracts for Services and prepare financial statements for their respective Districts as provided for in the Maintenance Assessment District Ordinance, Landscape and Lighting Act of 1972, and as set forth in the Assessment Engineer's Report for the Adams Avenue, Central Commercial, City Heights, College Heights, Greater Golden Hill, Little Italy and Newport Maintenance Assessment Districts.
  2. The Associations will perform all duties as set forth in each of their respective Agreements under Article I, section B, referred to as Specific Requirements.
  3. The Associations will be compensated for administration in an amount not to exceed 15% of the total approved assessments for FY09. Projected total annual assessments for the following Assessment Districts in FY09 are \$8,192,768.

This action will also authorize the transfer of \$221,648 to fund 70267 to fund City administration (by the Economic Development Division of the City Planning and Community Investment Department) of the Adams Avenue, Central Commercial, City Heights, College Heights, Greater Golden Hill, Hillcrest Commercial Core, Little Italy and Newport Avenue self-managed MADs as well as the Downtown Property & Business Improvement District (PBID) for Fiscal Year 2009. Additionally, this action authorizes the expenditure of funds, in an amount not to exceed \$221,648 in Fiscal Year 2009, from fund 70267 for the administration of the above referenced self-managed MADs and PBID by the Economic Development Division. City administrative fees in self-managed maintenance assessment districts range from a minimum of \$3,500 to a maximum of 4% of total assessments and will be used to fund engineering, auditing, payment processing, budgeting and other services related to the administration of each district.

| District                      | Assessment Amount   | Non-Profit Administration Fee | City Administration Fee |
|-------------------------------|---------------------|-------------------------------|-------------------------|
| Adams Avenue MAD              | \$ 50,200           | \$ 7,530                      | \$ 3,500                |
| Central Commercial MAD        | \$ 218,547          | \$ 32,782                     | \$ 8,742                |
| City Heights MAD              | \$ 302,095          | \$ 45,314                     | \$ 12,084               |
| College Heights MAD           | \$ 270,325          | \$ 40,549                     | \$ 10,813               |
| Greater Golden Hill MAD       | \$ 489,012          | \$ 60,000                     | \$ 19,560               |
| Hillcrest Commercial Core MAD | \$ 89,950           | \$ 8,995                      | \$ 3,598                |
| Little Italy MAD              | \$ 746,266          | \$ 111,940                    | \$ 29,851               |
| Newport MAD                   | \$ 57,101           | \$ 8,565                      | \$ 3,500                |
| Downtown PBID                 | \$ 5,969,272        | N/A                           | \$130,000               |
| <b>Total</b>                  | <b>\$ 8,192,768</b> |                               | <b>\$221,648</b>        |

#### FISCAL CONSIDERATIONS:

Under the terms of the agreements, the City will be reimbursed \$221,648 for administrative services.

#### PREVIOUS COUNCIL and/or COMMITTEE ACTION:

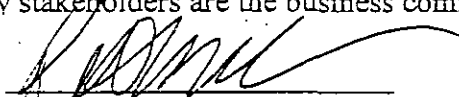
Approving the MAD agreements with the respective non-profit business associations is an annual process. The previous Council action was taken in June 23, 2008 and adopted as Resolution nos. R-303871 and R-303872.


#### COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Each district holds regular meetings and publishes regular newsletters which are distributed to the property owners in the respective MADs.

#### KEY STAKEHOLDERS & PROJECTED IMPACTS (if applicable):

Key stakeholders are the business community and the property owners within the self managed districts.

  
Scott Kessler  
Originating Department

  
William Anderson, Deputy Chief  
Land Use and Economic Development

**The City of San Diego  
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

000611

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING

AC 2800908

DEPT. NO.: 065

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \$221,648.00 Fund: Various

Purpose: Authorizing the transfer of funds to Fund 60267 for the City Administration of the Adams Avenue, Central Commercial, City Heights, College Heights, Hillcrest Commercial Core, Little Italy, Newport Avenue Self-Managed MADs, and the Downtown Property and Business Improvement District for Fiscal Year 2009.

Date: June 18, 2008

By: *Fernanda Figueroa*  
AUDITOR AND COMPTROLLER'S DEPARTMENT

| ACCOUNTING DATA |       |       |       |      |         |           |                   |             |          |                   |  |
|-----------------|-------|-------|-------|------|---------|-----------|-------------------|-------------|----------|-------------------|--|
| ACCTG. LINE     | CY PY | FUND  | DEPT  | ORG. | ACCOUNT | JOB ORDER | OPERATION ACCOUNT | BENF/ EQUIP | FACILITY | AMOUNT            |  |
| 001             | 0     | 70241 | 70241 | 2000 | 4151    | 095341    |                   |             |          | \$3,500.00        |  |
| 002             | 0     | 70247 | 70247 | 2000 | 4151    | 070247    |                   |             |          | \$3,500.00        |  |
| 003             | 0     | 70260 | 70260 | 2000 | 4151    | 002000    |                   |             |          | \$8,742.00        |  |
| 004             | 0     | 70261 | 70261 | 2000 | 4151    | 002000    |                   |             |          | 29,851.00         |  |
| 005             | 0     | 70266 | 70266 | 2000 | 4151    | 070266    |                   |             |          | 10,813.00         |  |
| TOTAL AMOUNT    |       |       |       |      |         |           |                   |             |          | Con. On next page |  |

FUND OVERRIDE ☐

**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \_\_\_\_\_

Vendor: \_\_\_\_\_

Purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

By: Fernanda Figueroa  
AUDITOR AND COMPTROLLER'S DEPARTMENT

| ACCOUNTING DATA |       |      |      |      |         |           |                   |             |          |        |  |
|-----------------|-------|------|------|------|---------|-----------|-------------------|-------------|----------|--------|--|
| ACCTG. LINE     | CY PY | FUND | DEPT | ORG. | ACCOUNT | JOB ORDER | OPERATION ACCOUNT | BENF/ EQUIP | FACILITY | AMOUNT |  |
|                 |       |      |      |      |         |           |                   |             |          |        |  |
|                 |       |      |      |      |         |           |                   |             |          |        |  |
|                 |       |      |      |      |         |           |                   |             |          |        |  |
|                 |       |      |      |      |         |           |                   |             |          |        |  |
|                 |       |      |      |      |         |           |                   |             |          |        |  |
| TOTAL AMOUNT    |       |      |      |      |         |           |                   |             |          |        |  |

000612

| ACCOUNTING DATA |       |       |       |      |         |           |                      |                |          |              |
|-----------------|-------|-------|-------|------|---------|-----------|----------------------|----------------|----------|--------------|
| ACCTG.<br>LINE  | CY PY | FUND  | DEPT  | ORG. | ACCOUNT | JOB ORDER | OPERATION<br>ACCOUNT | BENF/<br>EQUIP | FACILITY | AMOUNT       |
| ACCTG.<br>LINE  | CY PY | FUND  | DEPT  | ORG. | ACCOUNT | JOB ORDER | OPERATION<br>ACCOUNT | BENF/<br>EQUIP | FACILITY | AMOUNT       |
| 006             | 0     | 70268 | 70268 | 2000 | 4151    | 002000    |                      |                |          | \$12,084.00  |
| 007             | 0     | 70284 | 70284 | 2000 | 4151    | 070284    |                      |                |          | \$3,598.00   |
| 008             | 0     | 70286 | 70286 | 2000 | 4151    | 002000    |                      |                |          | \$19,560.00  |
| 009             | 0     | 70401 | 70401 | 2000 | 4151    | 002000    |                      |                |          | \$130,000.00 |
|                 |       |       |       |      |         |           |                      |                |          |              |
| TOTAL AMOUNT    |       |       |       |      |         |           |                      |                |          | \$165,242.00 |



000613

RESOLUTION NUMBER R- \_\_\_\_\_

ADOPTED ON \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE EXECUTION OF FISCAL YEAR 2009 SERVICE AGREEMENTS WITH SELF-MANAGED MAINTENANCE ASSESSMENT DISTRICTS FOR ADMINISTRATION OF CONTRACTS FOR GOODS AND CONTRACTS FOR SERVICES; AND AUTHORIZING APPROPRIATION AND EXPENDITURE OF FUNDS FOR ADMINISTRATIVE FEES.

WHEREAS, the Landscape and Lighting Act of 1972 [the Act], codified at California Streets and Highways Code section 22500, *et seq.*, authorizes proceedings for the annual levy of assessments for a Maintenance Assessment District [M.A.D.]; and

WHEREAS, on June 23, 2008 by Resolution Number R- \_\_\_\_\_, the Council of the City of San Diego approved the annual assessment engineer reports and declared its intent to levy assessments for fiscal year 2009; and

WHEREAS, the Mayor is authorized and empowered to execute a Maintenance Agreement for the administration of Contracts for Goods and Contracts for Services for a self-managed M.A.D. pursuant to San Diego Municipal Code section 65.0212 [Maintenance Agreement]; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor is authorized and empowered to execute a Maintenance Agreement for the administration of Contracts for Goods and Contracts for Services pursuant to San Diego Municipal Code section 65.0212 [Maintenance Agreement] with the Adams Avenue Business Association for the Adams Avenue Maintenance Assessment District for a one year period beginning July 1, 2008 through

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June 30, 2009 in accordance with the San Diego Municipal Code section 65.0212. A copy of the Maintenance Agreement for the Adams Avenue Maintenance Assessment District is on file in the office of the City Clerk as Document No. RR\_\_\_\_\_.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$7,530 from Fund No. 70247 for administrative costs incurred by the Adams Avenue Business Association in the course of providing services under the Maintenance Agreement for the Adams Avenue Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to transfer an amount not to exceed \$3,500 from Fund No. 70247 to Fund No. 70267 for administrative costs incurred by the City of San Diego [City] in the course of providing administrative services to the Adams Avenue Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the Mayor is authorized and empowered to execute a Maintenance Agreement with the Central Commercial District Revitalization Corporation for the Central Commercial Maintenance Assessment District for a one year period beginning July 1, 2008 through June 30, 2009 in accordance with the San Diego Municipal Code section 65.0212. A copy of the Maintenance Agreement for the Central Commercial Maintenance Assessment District is on file in the office of the City Clerk as Document No. RR\_\_\_\_\_.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$32,782 from Fund No. 70260 for

administrative costs incurred by the Central Commercial District Revitalization Corporation in the course of providing services under the Maintenance Agreement for the Central Commercial Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to transfer an amount not to exceed \$8,742 from Fund No. 70260 to Fund No. 70267 for administrative costs incurred by the City in the course of providing administrative services to the Central Commercial Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the Mayor is authorized and empowered to execute a Maintenance Agreement with the City Heights Business Association for the City Heights Maintenance Assessment District for a one year period beginning July 1, 2008 through June 30, 2009 in accordance with the San Diego Municipal Code section 65.0212. A copy of the Maintenance Agreement for the City Heights Maintenance Assessment District is on file in the office of the City Clerk as Document No. RR\_\_\_\_\_.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$45,314 from Fund No. 70268 for administrative costs incurred by the City Heights Business Association in the course of providing services under the Maintenance Agreement for the City Heights Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to transfer an amount not to exceed \$12,084 from Fund No. 70268 to Fund No. 70267 for

administrative costs incurred by the City in the course of providing administrative services to the City Heights Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the Mayor is authorized and empowered to execute a Maintenance Agreement with the College Area Economic Development Corporation for the College Heights Maintenance Assessment District for a one year period beginning July 1, 2008 through June 30, 2009 in accordance with the San Diego Municipal Code section 65.0212. A copy of the Maintenance Agreement for the College Heights Maintenance Assessment District is on file in the office of the City Clerk as Document No. RR\_\_\_\_\_.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$40,549 from Fund No. 70266 for administrative costs incurred by the College Area Economic Development Corporation in the course of providing services under the Maintenance Agreement for the College Heights Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to transfer an amount not to exceed \$10,813 from Fund No. 70266 to Fund No. 70267 for administrative costs incurred by the City in the course of providing administrative services to the College Heights Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the Mayor is authorized and empowered to execute a Maintenance Agreement with the Greater Golden Hill Community Development Corporation for the Greater Golden Hill Maintenance Assessment District for a one year period beginning

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July 1, 2008 through June 30, 2009 in accordance with the San Diego Municipal Code section 65.0212. A copy of the Maintenance Agreement for the Greater Golden Hill Maintenance Assessment District is on file in the office of the City Clerk as Document No.

RR\_\_\_\_\_.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$60,000 from Fund No. 70284 for administrative costs incurred by the Greater Golden Hill Community Development Corporation in the course of providing services under the Maintenance Agreement for the Greater Golden Hill Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to transfer an amount not to exceed \$19,560 from Fund No. 70284 to Fund No. 70267 for administrative costs incurred by the City in the course of providing administrative services to the Greater Golden Hill Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the Mayor is authorized and empowered to execute a Maintenance Agreement with the Hillcrest Business Association for the Hillcrest Commercial Core Maintenance Assessment District for a one year period beginning July 1, 2008 through June 30, 2009 in accordance with the San Diego Municipal Code section 65.0212. A copy of the Maintenance Agreement for the Hillcrest Commercial Core Maintenance Assessment District is on file in the office of the City Clerk as Document No. RR\_\_\_\_\_.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$8,995 from Fund No. 70284 for administrative

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costs incurred by the Hillcrest Business Association in the course of providing services under the Maintenance Agreement for the Hillcrest Commercial Core Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to transfer an amount not to exceed \$3,598 from Fund No. 70284 to Fund No. 70267 for administrative costs incurred by the City in the course of providing administrative services to the Hillcrest Commercial Core Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the Mayor is authorized and empowered to execute a Maintenance Agreement with the Little Italy Association for the Little Italy Maintenance Assessment District for a one year period beginning July 1, 2008 through June 30, 2009 in accordance with the San Diego Municipal Code section 65.0212. A copy of the Maintenance Agreement for the Little Italy Maintenance Assessment District is on file in the office of the City Clerk as Document No. RR\_\_\_\_\_.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$111,940 from Fund No. 70261 for administrative costs incurred by the Little Italy Association in the course of providing services under the Maintenance Agreement for the Little Italy Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to transfer an amount not to exceed \$29,851 from Fund No. 70261 to Fund No. 70267 for

administrative costs incurred by the City in the course of providing administrative services to the Little Italy Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the Mayor is authorized and empowered to execute a Maintenance Agreement with the Ocean Beach Main Street Association for the Newport Maintenance Assessment District for a one year period beginning July 1, 2008 through June 30, 2009 in accordance with the San Diego Municipal Code section 65.0212. A copy of the Maintenance Agreement for the Newport Maintenance Assessment District is on file in the office of the City Clerk as Document No. RR\_\_\_\_\_.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$8,565 from Fund No. 70241 for administrative costs incurred by the Ocean Beach Main Street Association in the course of providing services under the Maintenance Agreement for the Newport Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to transfer an amount not to exceed \$3,500 from Fund No. 70241 to Fund No. 70267 for administrative costs incurred by the City in the course of providing administrative services to the Newport Maintenance Assessment District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to transfer an amount not to exceed \$130,000 from Fund No. 70241 to Fund No. 70267 for administrative costs incurred by the City in the course of providing administrative services to the

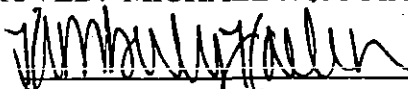
000620

Downtown Property and Business Improvement District, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to appropriate and expend an amount not to exceed \$221,648 from Fund No. 70267 for administrative costs incurred by the City in the administration of the Adams Avenue, Central Commercial, City Heights, College Heights, Greater Golden Hill, Hillcrest Commercial Core, Little Italy and Newport Avenue Maintenance Assessment Districts and the Downtown Property and Business Improvement District for Fiscal Year 2008, provided that the City Auditor and Comptroller first furnishes one or more certificates certifying that the funds are available.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By

  
\_\_\_\_\_  
Kimberly K. Kaelin  
Deputy City Attorney

KKK:bas  
06/24/08  
Or.Dept: CP&CI  
R-2008-1150  
MMS #6425

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of \_\_\_\_\_.

ELIZABETH S. MALAND  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor



**MAINTENANCE AGREEMENT BETWEEN THE CITY OF SAN DIEGO  
AND THE ADAMS AVENUE BUSINESS ASSOCIATION**

THIS MAINTENANCE AGREEMENT "Agreement" is made and entered into by and between the City of San Diego, a municipal corporation, herein called "City", and the Adams Avenue Business Association of San Diego, a non-profit corporation, herein called "Association".

**RECITALS**

WHEREAS, the City desires to retain the services of the Association to provide administration of the maintenance services to Adams Avenue Maintenance Assessment District, herein called "District"; and

WHEREAS, the boundaries of the District are generally defined as follows: along Adams Avenue between 30th and Boundary, between 33rd and 39th, between Terrace and Vista Street, between Felton to Mansfield, and from 33rd to Felton Street;

WHEREAS, the Association has provided a petition to the City representing at least a majority of the property owners in the District, weighted by the dollar amount of their assessments in the District, in support of the Association's role to assume the responsibility for administration of Contracts for Goods and Contracts for Services (as these terms are defined in San Diego Municipal Code 65.0202) for the District for a period of one year in accordance with the San Diego Municipal Code section 65.0212.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for other valuable consideration which is hereby acknowledged, the City and the Association hereby agree as follows:

**ARTICLE I - SCOPE OF SERVICES**

**A. GENERAL SERVICES**

1. The Association shall provide: administration of the Contracts for Goods and Contracts for Services and prepare financial statements for the District in connection with provisions of the "Maintenance Assessment Districts Ordinance" (being Division 2, Article 5, Chapter VI, beginning at section 65.0201 of the San Diego Municipal Code), and the provisions of the "Landscaping and Lighting Act of 1972" (being Part 2 of Division 15 of the California Streets and Highways Code), for services to the District as set forth in the engineer's report "Engineer's Report" for the District.
2. The Association shall perform all duties and services specifically set forth herein as reasonable and necessary to accomplish the intent of this Agreement in a manner consistent with the standards outlined in this Agreement.

**B. SPECIFIC REQUIREMENTS**

1. The Association at a minimum, shall provide the following maintenance standards within the boundaries of the District as described for each Zone in the Engineer's Report and to the extent that such standards are consistent with the budget afforded for such maintenance services:
  - (a) Litter Control (Three (3) days per week: Monday, Wednesday and Friday)  
Remove litter from right-of-way sidewalks, curbs, gutters and landscaped areas. All trash removed will be disposed of at a City-approved waste site.
  - (b) Tree Maintenance and Replacement (Ongoing)  
All trees located in the public right-of-way in the District shall be maintained in a manner which promotes healthy tree growth, including, but not limited to, fertilization, pest control, watering, staking and trimming. Trees that present an immediate safety hazard or have potential for private property damage shall be corrected immediately. Dead and irreparably damaged trees will be replaced in a timely manner with healthy trees of the same species and of at least 24 inch box size. All tree trimming and tree replacement shall be conducted by a certified arborist and pest applications shall be conducted by certified professional applicators.
  - (c) Other Landscape Maintenance and Repair (Ongoing)  
All plant material in the public right-of-way shall be maintained in optimum condition and landscaped areas shall be kept weed free. Street gutters shall be kept free of dirt, sand and debris. The landscape irrigation system shall be properly maintained to ensure optimum tree health and plant growth. Trash receptacles and street benches shall be repaired or replaced as needed.
  - (d) Graffiti Control (Five (5) days per week: Monday through Friday)  
All graffiti shall be removed from the public right-of-way within twenty-four (24) hours. All graffiti observed on private property shall be reported for repair within twenty-four (24) hours to the Association, the City, Neighborhood Services, Planning and Development Business Center, or Neighborhood Code Compliance Department / Graffiti Control Program (525-8522).
  - (e) Sidewalk Safety Hazards (Ongoing)  
All sidewalk safety hazards which are observed in the course of providing enhanced maintenance services, as described in this Agreement (including damaged meter boxes and street vaults), shall be barricaded immediately and then, immediately following barricading, reported for repair to the City's General Services Department: Street Division. If an unsafe sidewalk condition exists and is reported to the City's Street Division (at 619-527-7500 OR go to [www.sandiego.gov](http://www.sandiego.gov) and select Request a Street

Repair – either means of reporting provides a “standard notification number” confirming that the report was made and received), the City will take action to temporarily mitigate the potential hazard and notify abutting property owners of their responsibility to permanently repair/replace the sidewalk. The Association shall have no obligation to repair or otherwise protect against such conditions, and shall have no liability to the City or any third party for claims or loss related to such conditions, except to the extent the condition is directly caused by the negligence or willful misconduct of the Association, its employees or agents or if the observed condition is not immediately barricaded and reported as required in this provision.

(f) Lighting Service (Ongoing)

Street light lamps observed to be out or street light poles which have been damaged shall be immediately reported for repair to the City, Public Works Business Center, Transportation Department / Electrical Section, General Information and Service Requests, Street Light and Traffic Signal Maintenance (619-527-8056).

2. The Association shall conduct on-site inspections of all work done in the District and shall submit a report to the City indicating that such on-site inspections have been completed.
3. City staff shall conduct four (4) District inspections per year to evaluate compliance with the above referenced maintenance standards. A City inspection report shall be supplied to the Association requiring less than thirty (30) calendar days to correct any deficient standard reported. The inspections will be completed by City staff every 3 months.
4. The Association shall be responsible for responding, in writing, to the City regarding District maintenance complaints received by the City.
5. The Association shall provide at least one (1) noticed meeting with the property owners within the District annually and attempt to meet on a regular basis with the relevant planning group or property owners within the District. The regular meeting shall be used to finalize plans and specifications for improvements and maintenance as described in the Engineer's Report, evaluate the performance of any maintenance contractor, and advise the Association regarding the improvements and regular maintenance as described in the Engineer's Report for the District. For the regular meeting, the Association shall use its best efforts to contact either orally or in writing the City, the relevant community planning group or designated property owners' representatives of the District, and community newspapers, if available.
6. The Association shall submit to the City no later than March 1 of each year a District approved, line-item budget for the upcoming Fiscal Year. This proposed

budget for services in the District will be included in the Adams Avenue Maintenance Assessment District Engineer's Report each year.

7. The Association shall maintain a separate set of books and records for costs associated with the Association's responsibilities under this Agreement for annual audit at the expense of the District. All records shall be made available for inspection and photocopying by the City upon reasonable notice. The City's rights with respect to such records are further governed by the provisions of Article V of this Agreement. The Association shall maintain such books and records for a period of three (3) years following completion of this Agreement.

## **ARTICLE II - SERVICES PROVIDED BY THE CITY**

### **A. BUDGET**

1. The City shall carry out all actions reasonably necessary for processing the annual budget for maintenance of the District.
2. The City shall review the Association's proposed maintenance operations in processing the annual budget for the District.
3. The City may amend line items in the annual budget upon a written request from the Association, as long as the amendments would not increase the total amount authorized for reimbursement to the Association.

### **B. SERVICES**

1. The City shall conduct at least four (4) on-site inspections of the District during the period of this Agreement. In the event the City determines from such inspections that the District is not being properly administered by the Association, a report of such findings will be presented first to the Association, and, if not satisfactorily corrected within thirty (30) calendar days will then be presented to the City Council. As the basis for termination of this Agreement pursuant to Article IV hereof and San Diego Municipal Code section 65.0212
2. The City shall reserve the right to deploy its public safety personnel in a manner which, in the City's sole discretion, best serves the needs of the public. Further, nothing in this Agreement shall be deemed to abrogate or waive the provisions of California Government Code section 845.
3. The City shall coordinate the collection of assessments with the County of San Diego and provide administrative services, general assistance and information to the Association.

**ARTICLE III - COMPENSATION AND REIMBURSEMENT****A. INVOICES**

1. The Association shall submit monthly reimbursement requests to the City. The City shall reimburse the Association from District funds within thirty (30) working days of receipt of a proper reimbursement request. The request must include both a Trial Balance and Summary of Expenses as of the period claimed. The Summary of Expenses shall detail expenses by expenditure category and line item as reflected in the approved District budget.
2. All invoices shall include the names and rates of pay for contracted personnel who have performed services on behalf of the District, the hours worked, and details of any reasonable and necessary out-of-pocket expenses.

**B. COMPENSATION**

1. The Association shall be compensated for its services pursuant to this Agreement solely by the terms of this Section 3 (B). The Association shall be authorized to add to the reimbursement requests made under this Article III an additional fifteen percent (15%) of the total amount actually expended by the Association for the wages, salaries and benefits of employees only to the extent such salaries compensate for activities directly undertaken for the administration of the District, as "Administrative Overhead." The Association shall not be authorized to include charges for Administrative Overhead in connection with any of the following expenses: (1) monies expended for the purchase of goods or supplies; (2) sums paid to third party contractors for the preparation of the assessment Engineer's Report; (3) general business expenses such as office rent, office equipment, accounting and auditing expenses, insurance premiums, copying, printing, or postage fees. The Association shall not be authorized to include charges for Administrative Overhead on any amounts paid by the Association that contain any administrative charges by the billing entity. If the Association enters into any contracts with third parties for the performance of any of Association's duties under this Agreement and any such contract includes an administrative charge, the Association shall not be entitled to receive Administrative Overhead reimbursements for their own administration activities related to the work performed by third party contractors.
2. Administrative overhead reimbursement to the Association shall be limited to the lesser of (1) \$7,530 (or \$627.50 per month) over the life of this Agreement, or (2) 15 percent (15%) of the estimated assessment revenues in the District, which ever amount is smaller.
3. The City shall be reimbursed the greater of \$3,500 or four percent (4%) of annual assessments for administrative services associated with the annual budget processing, property tax enrollment and collections, professional engineering services, on-site inspections, and audit services from the District budget.

**C. ADVANCES**

1. Upon a written request from the Association, the City may make a cash advance of two months of working capital to the Association based on the District's monthly cash flow budget requirements related to the approved District budget. If the District reserves are not adequate to cover the working capital advance request, an advance will be based on available cash at the time of the request.
2. The advance will be returned on or before the termination of this Agreement as either a reduction of the final reimbursement request or a transfer of funds from the Association.

**D. SUSPENSION OF PAYMENT.**

1. If the Association fails to perform any of its obligations as set forth in this Agreement, the City shall have the right to suspend the payment of Administrative Overhead fees to the Association pursuant to Article III until such time as the Association is in compliance with the terms hereof. If, as a result of Association's failure to perform, the City elects to withhold payment hereunder, the City shall give Association written notice of its intention to suspend payment of Administrative Overhead fees until Association has cured its noncompliance herewith. *Such notice shall provide Association with a description of the failure to perform upon which the City has based its suspension of payment hereunder.* Upon the performance by the Association of its obligations under this Agreement, the City shall resume payments of Administrative Overhead to the Association in conformance with the terms of Article III as set forth above.

**ARTICLE IV - EFFECTIVE DATE AND TERM**

This Agreement shall be effective from July 1, 2008 through June 30, 2009, and continue until completion of the scope of services, or upon written notice of cancellation, but in no event shall it exceed one (1) year. This Agreement may be renewed each year at the City's sole option.

**ARTICLE V - DOCUMENTS, RECORDS AND REPORTS****A. OWNERSHIP OF DOCUMENTS**

1. Once the Association has been compensated for services performed, all documents, including, but not limited to reports, and maps prepared in connection with or related to the scope of services, shall be the property of the City.
2. The City's ownership of these documents includes all incidental rights, whether or not the work for which they were prepared has been performed.

3. Article V, Section A shall apply whether the Agreement is terminated by the completion of the services, by the expiration of this Agreement under Article IV, or in accordance with other provisions of this Agreement.
4. Notwithstanding the foregoing, the Association shall have the right, at its sole cost, to make copies of the documents.

**B. AUDIT AND INSPECTION OF RECORDS**

1. At any time during normal business hours and as often as the City deems necessary, the Association and any or all subcontractors shall make available to the City for examination at reasonable locations within the City/County of San Diego all data and records relating to all matters covered by this Agreement. The Association and all subcontractors will permit the City to make audits of all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered in this Agreement.
2. The Association and subcontractors shall maintain such data and records for a period of three (3) years following receipt of the final payment of this Agreement. With respect to receipts, canceled checks, and other evidence of payments for which the Association is reimbursed by the City pursuant to this Agreement, the Association shall maintain such documentation at its principal place of business in the City of San Diego for the required period of time. With respect to all other records covered by this Article V, Section B, if the Association does not make them available within the City of San Diego, then the Association shall pay all City's travel related costs to audit records associated with this Agreement where records are maintained.

**C. FINANCIAL REPORTS**

The Association shall provide an audited financial statement of the District within ninety (90) days after the end of its fiscal year. The financial statements must be prepared in accordance with Generally Accepted Accounting Principles and audited by an independent Certified Public Accountant (CPA) in accordance with Generally Accepted Auditing Standards (GAAS). The statements must include a Statement of Expenditures of the District's funds identified in the same expenditure classifications as contained in the City's final budget and show a comparison to the budget amounts, and a Statement of Compliance with the terms of this Agreement signed by the Association. Failure to comply with these requirements could result in suspension of any current payments or possible future funding.

**ARTICLE VI - TERMINATION**

**A. CITY'S RIGHT TO TERMINATE FOR DEFAULT**

1. If the Association fails to perform or adequately perform any obligation required by this Agreement, the Association's failure shall constitute a default. The City's

Mayor or designee shall promptly give the Association written notice of the occurrence of the default, and shall allow the Association thirty (30) days thereafter to cure the default, or to submit a written plan of action to cure such a default within a reasonable and safe period of time thereafter. Failure to cure the default or timely submit the plan of action within the thirty-day period, or failure to adhere to the plan of action, shall entitle the City Council to terminate this Agreement in accordance with San Diego Municipal Code section 65.0212.

2. Notwithstanding the foregoing, if the nature of the default could endanger the public's health and safety, the Association shall cure the default within twenty-four (24) hours of receipt of notice of the default and application of this Article IV, Section A of the Agreement. If the Association fails to actually and timely cure the default, then the City Council may, in its sole and absolute discretion, terminate this Agreement.

#### **B. NOTICE**

1. The City Council may terminate this Agreement with the Association at any time provided:
  - (a) a public hearing is held on the City's intention to terminate this Agreement with the Association;
  - (b) the Association is provided thirty (30) calendar days' notice of the public hearing on the City's intention to terminate this Agreement;
  - (c) a notice of the public hearing is mailed at least fifteen (15) calendar days prior to the public hearing to each property owner within the District; and
  - (d) the City Council determines at the conclusion of the public hearing that it is in the best interests of the District to terminate this Agreement with the Association.
2. Upon termination of this Agreement, the City shall resume administration of Contracts for Goods and Contracts for Services for the District as defined in San Diego Municipal Code section 65.0202. The Association shall transmit to the City all funds, books, records, data, equipment and other assets of the District no later than thirty (30) calendar days after receipt of written notice of termination. Until the actual transfer of these assets is complete, the Association shall continue to administer the Contracts for Goods and Contracts for Services for the District so that there is no interruption in or loss of service to property owners within the District. The Association may be entitled to permitted costs during such period as set forth in Article III.



**C. CITY'S RIGHT TO TERMINATE FOR BANKRUPTCY OR ASSIGNMENT FOR THE BENEFIT OF CREDITORS**

If the Association files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon the Association, immediately cancel and/or terminate this Agreement, and terminate each and every right of the Association, and any person claiming any rights by or through the Association under this Agreement.

**D. NO WAIVER OF OTHER REMEDIES**

The rights and remedies of the City enumerated in this Agreement are cumulative and shall not limit the City's rights under any other provision of this Agreement or the San Diego Municipal Code, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Association.

**E. ASSOCIATION'S RIGHT TO TERMINATE**

If the Association wishes to terminate this agreement, a written notice of termination must be issued within ninety calendar days (90). The Association shall transmit to the City all funds, books, records, data, equipment and other assets of the District no later than ninety (90) calendar days of issuance of written notice of termination. Until the actual transfer of these assets is complete, the Association shall continue to administer the Contracts for Goods and Contracts for Services for the District so that there is no interruption in or loss of service to property owners within the District. The Association may be entitled to permitted costs during such period as set forth in Article III.

**ARTICLE VII - INDEPENDENT CONTRACTOR AND DISTRICT MANAGEMENT**

**A. DELEGATION OF DUTIES**

The Association is an independent contractor representing the owners of properties in the District. The Association will oversee the administration of the District activity through the engagement of one or more contractors to provide routine maintenance services to include trash collection and disposal, graffiti removal, repair, landscaping and lighting improvements. Accordingly, the Association duties specified in this Agreement may not be delegated by the Association without the prior written consent of the City.

**B. PRINCIPAL**

1. The Association agrees that one of its designated officers shall be the primary contact for the purposes of this Agreement. Association shall coordinate the Association's activities for the engagement and shall participate in all phases of the engagement. In order to simplify invoice processing, it is agreed by the

Association that the Association's designated officer will act as billing agent for work provided by the Association.

2. The Association's management of the services of this Agreement is of substantial concern and importance to the City, requiring coordination with City services. The quality of performance will reflect on the City and its management. Accordingly, the City requires Association to inform the City on a regular basis of any changes in the Officers of the Association and of the identity of its subcontractors and their areas of responsibility.

### **ARTICLE VIII - COVENANTS AND CONDITIONS**

All provisions hereof expressed as either covenants or conditions on the part of the City or the Association to be performed or observed shall be deemed to be both covenants and conditions.

### **ARTICLE IX - COMPLIANCE WITH CONTROLLING LAW**

The Association shall comply with all applicable laws, rules, regulations, ordinances, resolutions and policies of the federal, state, and local governments as they pertain to this Agreement. In addition to the foregoing, the Association shall comply immediately with any and all directives issued by the City or its authorized representatives under authority of any laws, rules, regulations, ordinances, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

### **ARTICLE X - ACCEPTABILITY OF WORK**

The City shall decide any and all questions that may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to the Association, the acceptable completion of this Agreement, and the amount of compensation due. In the event the Association believes that any requirement of the City interferes with or affects the independence of the Association, the Association shall confer with the City in order to resolve any possible conflict. In the event the Association and the City cannot agree as to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the Association in this Agreement, the City or the Association shall give to the other written notice thereof. No later than ten (10) calendar days thereafter, the Association and the City shall each prepare a written report that supports its position and file the same with the City and the other party. Thereafter, the City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the Association. This is not intended to be in any arbitration dispute between the parties of this Agreement.

### **ARTICLE XI - INFORMAL DISPUTE RESOLUTION**

If the Association and the City have any dispute as to their respective rights and obligations under this Agreement, or the meaning or interpretation of any provisions

hereof, they shall first attempt to resolve such disputes by informal discussion between their respective principals. Within five (5) calendar days of determining the existence of any such dispute, the party determining there is such dispute shall give written notice of the existence of the dispute and the need to meet informally to resolve such dispute. The parties shall endeavor thereafter to meet within five (5) days of the second party's receipt of such notice, or at such time thereafter as is reasonable under the circumstances.

## **ARTICLE XII - INDEMNIFICATION**

The Association agrees to defend, indemnify, protect and hold the City, and all of its officers, agents and employees harmless from any and all actions, suits, proceedings, liability, claims, demands for, damages or injuries to, any person, including injury to the Association's officers, agents, and employees, and all claims that may arise from or are directly connected with or attributable to the negligence or failure to perform professional services or other obligations of this Agreement, or are caused or claim to be caused by the acts or omissions of the Association, its officers, agents or employees, and all expenses of investigating and defending against same; provided, however, that this duty to defend, indemnify and hold harmless shall not include any claim arising from the established sole negligence or willful misconduct of the City, its officers, agents or employees.

## **ARTICLE XIII - INSURANCE**

### **A. PREREQUISITES TO COMMENCEMENT OF WORK.**

1. Prior to the execution of this Agreement by the Parties and approval by the City Attorney in accordance with Charter Section 40, and prior to Association's performance of its obligations and/or duties under this Agreement, Association shall complete each of the following:
  - (a) obtain City approval of each insurance company (or companies), as required in Section B below;
  - (b) obtain all insurance coverage required in Sections 13(C); 13(D); and 13(E), below;
  - (c) obtain, and provide to the City, insurance certificates evidencing all insurance coverage required in Sections 13(C); 13(D); and 13(E), below; and
  - (d) confirm that all insurance policies and insurance certificates contain the specific provisions required by Sections 13(C); 13(D); and 13(E), below.
2. Association shall not allow any subcontractor to commence work on a subcontract in connection with this Agreement, unless and until all insurance required of the subcontractor, as described in Sections 13(C), 13(D), and 13(E), below, has been obtained.

- B. INSURANCE COMPANIES.** All insurance coverage required in Sections 13(C), 13(D), and 13(E), below, shall be carried only by insurers that have been rated "A-, VI" or better, by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted "surplus lines" carriers, only if the carrier is authorized to do business in the State of California and is shown on the List of Eligible Surplus Lines Insurers.

**C. COMMERCIAL GENERAL LIABILITY INSURANCE.**

1. At all times during the term of this Agreement, Association shall maintain, in full force and effect, Commercial General Liability Insurance, written on an ISO Occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000.
2. The policy shall expressly provide that:
  - (a) all defense costs shall be outside the limits of the policy; and
  - (b) the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
3. The policy shall be endorsed to expressly provide that:
  - (a) The City of San Diego, its elected officials, officers, agents, employees, and representatives are named as additional insureds; and
  - (b) the policy is primary and non-contributory to any insurance that may be carried by the City.
4. There shall be no endorsement or modification of the policy limiting the scope of coverage for insured vs. insured claims, or for contractual liability.

**D. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.**

1. At all times during the term of this Agreement, Association shall maintain in full force and effect Commercial Automobile Liability Insurance for all of Association's automobiles (including owned, hired, and non-owned automobiles), written on an ISO form CA 00 01 12 90 or a later version of this form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all bodily injury and property damage, for a combined single limit of \$1,000,000 per occurrence.

2. The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
3. The policy shall be endorsed to expressly provide that The City, its elected officials, officers, agents, employees, and representatives are named as additional insureds.

**E. WORKERS' COMPENSATION INSURANCE.**

1. At all times during the term of this Agreement, Association shall maintain in full force and effect Workers' Compensation Insurance for all of Association's employees who are subject to this Agreement, to the extent required by the State of California, providing a minimum of \$1,000,000 of employers' liability coverage.
2. The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
3. The policy shall be endorsed to expressly provide that the insurer waives the right of subrogation against The City of San Diego, its elected officials, officers, agents, employees, and representatives.

**F. ENDORSEMENTS.** All endorsements required under Sections 13(C), 13(D), and 13(E) above shall be in full force and effect for the entire term of this Agreement.

**G. CITY'S RIGHT TO REQUEST AND REVIEW ASSOCIATION'S INSURANCE POLICIES.** The City reserves its right to request, and Association shall immediately submit to the City upon the City's request, copies of any policy required in Sections 13(C), 13(D), and 13(E) above, and its right to review, at any time, Association's insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. If the City determines that such insurance coverage, limits, deductibles, and/or self-insured retentions are unacceptable, the City and Association shall amend this Agreement to adjust such insurance coverage, limits, deductibles, and/or self-insured retentions to a level acceptable to the City, and Association shall comply with any such amendment.

**H. DEDUCTIBLES AND SELF-INSURED RETENTIONS.** All deductibles and self-insured retentions on any policy shall be the responsibility of Association, and shall be disclosed on the insurance certificates and acceptable to the City.

**I. ASSOCIATION'S LIABILITY NOT LIMITED TO INSURANCE COVERAGE.** Association's liability, including, but not limited to, Association's indemnity obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required in this Article.

- J. **MODIFICATIONS AFFECTING CITY'S EXPOSURE TO LOSS.** Association shall not modify any policy (or endorsement thereto), which increases the City's exposure to loss for the duration of this Agreement.
- K. **ADDITIONAL INSURANCE.** Association may obtain additional insurance not required by this Agreement.
- L. **EXPIRATION OF POLICIES.** At least thirty calendar days prior to the expiration of each insurance policy required herein, Association shall provide the City an insurance certificate, showing that a new or extended policy has been obtained which meets the requirements of this Agreement.
- M. **REQUIREMENT TO MAINTAIN INSURANCE COVERAGE.** Association's maintenance of the insurance coverage required in Sections 13(C), 13(D), and 13(E) above is a material provision of this Agreement. Any failure by Association to maintain or renew such coverage, or to provide the City evidence of renewal, during the term of this Agreement, shall constitute a material breach of contract.

#### ARTICLE XIV - CONFLICT OF INTEREST

- A. The Association is aware of and is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.
- B. If, in performing the Professional Services set forth in this Agreement, the Association makes, or participates in, a "governmental decision" as described in title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Association shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Association's relevant financial interests.
- C. Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Association shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Association is subject to a conflict of interest code. The Association shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Association was subject to a conflict of interest code.
- D. If the City requires the Association to file a Statement of Economic Interests as a result of the Professional Services performed, the Consultant shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the

prohibition against lobbying the City for one year following the termination of this Agreement.

- E. The Association shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. If the Association violates any conflict of interest law, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Association to liability to the City for attorneys' fees and all damages sustained as a result of the violation. It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of sections 1090 et seq. and sections 87100 et seq. of the California Government Code relating to conflicts of interest for public officers and employees, as well as the conflict of interest codes of the City. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City shall immediately terminate this Agreement by giving written notice thereof. The Association agrees to abide with sections 87100 et. seq. of the California Government Code during the term of the Agreement. The City may determine that the Association is subject to a conflict of interest code and is required to complete one or more statements of economic interest disclosing relevant financial interests. Upon the City's request, the Association shall submit the necessary documentation.
- F. The Association's personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any Subcontractor or potential Subcontractor. The Association shall not recommend or specify any product, supplier, or contractor with whom the Association has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
- G. If the Association violates any conflict of interest law, or any of the provisions of Article XIV of this Agreement, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies set forth in Exhibit C. Further, any such violation shall subject the Association to liability to the City for attorney's fees and all damages sustained as a result of the violation.

#### **ARTICLE XV – ATTORNEYS' FEES**

If either party brings any action or proceeding to enforce, protect or establish any right or remedy arising out of or based upon this Agreement, including, but not limited to, the recovery of damages for its breach, the prevailing party in said action or proceeding shall be entitled to recovery of its costs and reasonable attorneys' fees.

## **ARTICLE XVI - NOTICES**

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to the City shall be addressed to City of San Diego, City Planning and Community Investment, Economic Development Division, 1200 Third Avenue, Suite 1400, MS-56D, San Diego, California 92101. Notice to the Association shall be addressed to Adams Avenue Business Association of San Diego, 4649 Hawley Blvd., San Diego, CA 92116. Either party may change the address for its receipt of notice hereunder by giving notice thereof in the manner herein specified. Nothing herein contained shall preclude or render inoperative service or such notice in the manner provided by law.

## **ARTICLE XVII - CONTRACTS AWARDED BY ASSOCIATION**

The Association shall comply with the San Diego Municipal Code sections 65.0212 (c)(6) and 65.0214 for the award of any contract pertaining to the District.

## **ARTICLE XVIII - NON-DISCRIMINATION REQUIREMENTS**

### **A. EQUAL OPPORTUNITY CONTRACTING PROGRAM**

The Association and each of its Subcontractors shall comply with the City's Equal Opportunity Contracting Consultant Requirements which is attached hereto as Exhibit A and incorporated herein by this reference.

### **B. NON-DISCRIMINATION ORDINANCE**

The Association shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. The Association shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Association understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Association and any subcontractors, vendors and suppliers.

### **C. COMPLIANCE INVESTIGATIONS**

Upon the City's request, the Association agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Association has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Association for each subcontract or supply contract. The Association further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's



NONDISCRIMINATION IN CONTRACTING ORDINANCE (Municipal Code sections 22.3501-22.3517.) The Association understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in remedies being ordered against the Association up to and including contract termination, debarment, and other sanctions for violation of the provisions of the NONDISCRIMINATION IN CONTRACTING ORDINANCE. The Association further understands and agrees that the procedures, remedies and sanctions provided for in the NONDISCRIMINATION ORDINANCE apply only to violations of said NONDISCRIMINATION ORDINANCE.

#### **ARTICLE XIX - STORM WATER POLLUTION PREVENTION**

The Association and each of its Subcontractors shall comply with the Storm Water Management And Discharge Control ordinance, San Diego Municipal Code section 43.0301, which is attached hereto as Exhibit B and incorporated herein by this reference, in performing or delivering services in the District regardless of location.

#### **ARTICLE XX - DRUG-FREE WORKPLACE**

The Association agrees to comply with the City's Drug Free Workplace requirements. Every person or organization awarded a contract by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace. Any subcontract entered into by the Association pursuant to this Agreement shall contain this provision.

#### **ARTICLE XXI - AMERICANS WITH DISABILITIES ACT**

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that it is aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally-mandated Americans with Disabilities Act ("ADA"). Contractors and subcontractors will be individually responsible for their own ADA program.

#### **ARTICLE XXII - EMPLOYMENT OF CITY STAFF**

This Agreement may be unilaterally and immediately terminated by the City if the Association an individual, who, within twelve (12) months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Association for this project.

#### **ARTICLE XXIII - MISCELLANEOUS PROVISIONS**

##### **A. MUNICIPAL POWERS**

Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

**B. CALIFORNIA LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. The Association covenants and agrees to submit to the personal jurisdiction of any state court in the City of San Diego, State of California for any dispute, claim or matter arising out of or related hereto.

**C. INTEGRATED AGREEMENT**

This Agreement including Attachments and/or Exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged herein. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the City and the Association.

**D. SEVERABILITY**

The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal.

**E. WAIVER**

The failure of the City to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

**F. HEADINGS**

All headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

**G. COUNTERPARTS**

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.

000639

IN WITNESS WHEREOF, this Agreement executed by City of San Diego acting by and through its City's Mayor and by the Association pursuant to Resolution No. \_\_\_\_\_.

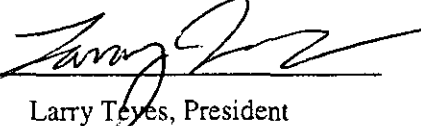
Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE CITY OF SAN DIEGO

By: \_\_\_\_\_  
Mayor or Designee  
City of San Diego

Date: \_\_\_\_\_

ADAMS AVENUE BUSINESS ASSOCIATION

By:   
Larry Teyes, President

Date: 5-28-08

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_  
day of \_\_\_\_\_, 2008.

MICHAEL J. AGUIRRE, City Attorney

By: \_\_\_\_\_  
Kimberly Kaelin  
Deputy City Attorney

**LIST OF EXHIBITS**

- A. Equal Opportunity Contracting Program [EOCP] Consultant Requirements
- B. Storm Water Prevention Program
- C. Conflict of Interest and Procurement Policy for Nonprofit Corporations Contracting with the City of San Diego

## EXHIBIT A

# **EQUAL OPPORTUNITY CONTRACTING PROGRAM [EOCP] CONSULTANT REQUIREMENTS**

## **CONTENTS:**

- A. City's Equal Opportunity Commitment
  - B. Equal Opportunity Agreement
  - C. Consultant Work Force
  - D. Equal Employment Opportunity Plan
  - E. Listing of Subconsultants
  - F. Sub consultant Participation Level
  - G. Definitions
  - H. Certification
  - I. Contract Activity Reports
- A. The City of San Diego is strongly committed to equal opportunity in solicitation of professional service consultants. The City encourages prime consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.  
Consultant shall comply with requirements of San Diego Ordinance No. 18173, Section 27.2701 through 22.2708, Equal Employment Opportunity Outreach Program [see Attachment 1].
- B. All proposers shall sign, submit with proposal package, and agree to be bound by the *Equal Opportunity Agreement* [see Attachment 2].
- C. Consultant Work Force
- 1. Prior to award of contract, successful proposer must submit to the City's EOCP office a *Work Force Report* [see Attachment 3] or an *Equal Employment Opportunity [EEO] Plan*.
  - 2. If under representations are noted in the *Work Force Report* when compared to County Labor Force Availability data, Consultant will be requested by EOCP staff to submit an *Equal Employment Opportunity Plan*.
- D. An acceptable *Equal Employment Opportunity Plan* must include at least the following assurances that:
- 1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the contractor's employees are assigned to work;

2. A responsible official is designated to monitor all employment related activity to ensure the company EEO Policy is being carried out and to submit reports relating to EEO provisions;
3. The Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant Association's and other business Association's;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;

13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary Association's which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant Association consultant/community professional Association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

#### E. Listing of Subconsultants

1. Proposer shall submit a *Subconsultants List* [see Attachment 4] indicating Scope of Services, percentage of contract, dollar amount of contract, certification status, and where certified.
2. Subconsultants and vendors must be named on the *Subconsultants List* if they receive more than \$10,000 or more than one-half of one percent [.5%], whichever amount is less.
3. Proposer shall also submit subconsultant commitment letters on subconsultant letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, Scope of Services, and percent of participation in the project.

#### F. Subconsultant Participation Level

1. Projects valued at \$25,000 or more have a voluntary subconsultant participation level goal of 15%. Goals are achieved by contracting with any combination of

Minority Business Enterprise [MBE], Women Business Enterprise [WBE], Disadvantaged Business Enterprise [DBE], Disabled Veteran Business Enterprise [DVBE], or Other Business Enterprise [OBE] level.

2. Attainment of the 15% subconsultant participation level goal is strongly encouraged but strictly voluntary.
3. If the subcontractor participation level goal of 15% is not achieved, proposer is required to complete an *Outreach and Teaming Survey* [see Attachment 5] and submit it to:

City of San Diego Equal Opportunity Contracting Program [EOCP]  
1010 Second Avenue, Fifth Floor  
San Diego, CA 92101  
Phone (619) 533-4464 Fax (619) 533-4474

The *Outreach and Teaming Survey* is due to EOCP five working days from date of notification of selection and must be received prior to award of contract. Survey information will be used by EOCP staff to assist consultants with achieving subconsultant participation level goals on future City contracts.

#### G. Definitions

1. Certified "**Minority Business Enterprise**" [MBE] means a business which is at least fifty-one percent [51%] owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.
2. Certified "**Women Business Enterprise**" [WBE] means a business which is at least fifty-one percent [51%] owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, one or more women.
3. Certified "**Disadvantaged Business Enterprise**" [DBE] means a business which is at least fifty-one percent [51%] owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.



4. Certified **"Disabled Veteran Business Enterprise" [DVBE]** means a business which is at least fifty-one percent [51%] owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).
5. **"Other Business Enterprise" [OBE]** means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

#### H. Certification

1. The City of San Diego is a signatory to a Memorandum of Understanding [MOU] with the California Department of Transportation [CALTRANS], and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:
  - a. Current certification by the City of San Diego as MBE, WBE, or DBE;
  - b. Current certification by the State of California Department of Transportation [CALTRANS] as MBE, WBE or DBE;
  - c. Current *interim certification* as MBE, WBE or DBE by any member agency of the San Diego Joint Agency Contracting Opportunities Task Force [JACO: County of San Diego, San Diego Unified Port District, San Diego County Water Authority, San Diego City Schools, San Diego Association of Governments, Metropolitan Transit Development Board; or the City of San Diego]; or
  - d. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.
2. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business, (916) 322-5060.
- I. To permit monitoring of compliance, successful proposer shall submit to EOCP *Contract Activity Reports* [see Attachment 6] reflecting work performed by subconsultants.

ATTACHMENTS:

- 1 San Diego Municipal Ordinance No. 18173, Section 22.701 through 22.2708
- 2 Equal Opportunity Agreement
- 3 Work Force Report
- 4 Subconsultants List
- 5 Outreach and Teaming Survey
- 6 Contract Activity Report
7. Consultant Certification for a Drug-Free Workplace  
Attachment a Consultant Evaluation Form

**DIVISION 27  
EQUAL EMPLOYMENT OPPORTUNITY  
OUTREACH PROGRAM**

**ATTACHMENT (1)****§ 22.2701 Purpose and Intent**

The overall objective of the City's Equal Employment Opportunity ("EEO") Program is to ensure that contractors doing business with or receiving funds from the City will not engage in unlawful discriminatory employment practices prohibited by State or Federal law. Such employment practices include, but are not limited to, the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

**§ 22.2702 Definitions**

Unless stated otherwise, the following definitions apply to this Division:

"City" means The City of San Diego and those agencies, boards, commissions and corporations authorized to act on behalf of, or as an agent for, the City of San Diego.

"Contract" means an agreement to provide labor, materials, supplies or services in the performance of a contract, franchise, concession or lease granted, let or awarded by or on behalf of the City.

"Contractor" means any person, firm, partnership, corporation, or combination thereof, who is selected to enter into, or actually enters into a contract with department heads and officers empowered by law to enter into contracts on behalf of the City for public works or improvements to be performed, or for a franchise, concession or lease of property, or for goods, services or supplies to be purchased, at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of, or collected by, the City.

"Equal Employment Opportunity Plan" means a document prepared by a contractor in accordance with a form and format supplied by the City which describes the contractor's plan of action.

"Gender" means the character of being male or female.

"Program Manager" means the Program Manager for the City's Equal Opportunity Contracting Program or his or her designee.

"Work Force Analysis" means a comparison of a contractor's Work Force Report with applicable County Labor Force Availability data.

"Work Force Report" means a report, in a format supplied by the City but compiled by the contractor, of the contractor's total work force which indicates the number of males and females in each identified ethnic group by occupational category.

**§ 22.2703 Scope**

Except as provided in Section 22.2704, this Division applies to all contractors except:

(a) Contractors and subcontractors who do less than a total of \$10,000 worth of business with the City during the preceding twelve (12) months or who have less than a total of fifteen (15) employees, except that contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are occurring.

(b) Contracts to which any city (other than The City of San Diego), county, district or other political subdivision, or any joint powers authority created under authority of law, or other public entity, or any other group or combination of the foregoing acting as a unit, is a party.

(c) Nonprofit charitable, educational, or religious Association's or corporations, as evidenced by records on file with the City to be compiled for purposes of this Division in accordance with procedures established by the City's Mayor.

(d) Emergency contracts, if a written partial or full waiver is granted by the City's Mayor except that contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are occurring. The City's Mayor may grant a partial or full waiver from the requirements of this Division for an emergency contract only to the limited extent necessary in order to expedite the award of such contract. For purposes of this Section, the term "emergency" has the same meaning as in San Diego City Charter, Section 94.

**§ 22.2704 Mandatory Nondiscrimination Contract Clause**

Notwithstanding the provisions of Section 22.2703, every contract shall contain a nondiscrimination clause which shall read as follows:

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime contractors shall ensure that their subcontractors comply with this Program. Nothing in this Section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

**§ 22.2705 Duty to Submit Reports**

(a) If a contract is competitively solicited, after the lowest responsible bidder has been determined and prior to the execution of the contract, the apparent low bidder shall submit to the Equal Opportunity Contracting Program a Work Force Report, on a City form, or an Equal Employment Opportunity Plan approved by the Program Manager.

If a contract is not competitively solicited, the contractor shall submit to the Equal Opportunity Contracting Program a Work Force Report or an Equal Employment Opportunity Plan approved by the Program Manager prior to tendering the signed contract documents to the City for signature.

(b) Staff will conduct a work force analysis on all Work Force Report submittals to determine whether or not an Equal Employment Opportunity Plan is required. If an Equal Employment Opportunity Plan is required, the contractor will submit a Plan for approval by the Program Manager.

(c) Any Equal Employment Opportunity Plan approved by the City shall not include quotas, goals or timetables for increasing women and minority employment and will not require terminating or laying off existing employees.

(d) If the apparent low bidder or contractor does not submit either a Work Force Report or Equal Employment Opportunity Plan as required by this Section, for purposes of awarding the contract only, the City's Mayor will ensure an administrative hearing is conducted by an independent hearing officer to determine if the contract should be awarded in accordance with City, State, and Federal law.

**§ 22.2706 Duty to Comply with Equal Employment Opportunity Plan**

A contractor for whom an Equal Employment Opportunity Plan has been approved by the City shall use best efforts to comply with that Equal Employment Opportunity Plan.

**§ 22.2707 Reviews**

(a) The Program Manager shall conduct periodic reviews of contractors to ensure that unlawful discrimination is not being practiced and Equal Employment Opportunity Plans are implemented.

(b) If the City's Mayor determines, after review, that the contractor has not implemented their Equal Employment Opportunity Plan and/or practices unlawful discrimination and corrective action has not occurred by the contractor after sufficient notice, the City's Mayor may recommend termination of the contract and debarment to the City Council.

**NON-DISCRIMINATION CLAUSE:** Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall ensure that its subcontractors comply with the City of San Diego's Equal Employment Opportunity Program.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO):** Contractor has received, read, understands and agrees to be bound by the City of San Diego *Municipal Code*, Chapter II, Article 2, Division 27 (Equal Employment Opportunity Program) provided with the proposal package.

Contractor has submitted either a *Work Force Report* or an *Equal Employment Opportunity Plan* as required by Section 22.2705 of the City of San Diego *Municipal Code*.

City and Contractor agree that compliance with EEO provisions will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program (EOCP) staff.

**EQUAL OPPORTUNITY CONTRACTING:** Contractor has received, read, understands and agrees to be bound by the Equal Opportunity Contracting Program requirements described in the proposal package.

If requested, Contractor shall submit the *Outreach and Teaming Survey*. Contractor agrees to provide updated reports as requested by the City.

Contractor agrees to insert equal opportunity compliance language in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

Project Name: Adams Avenue Maintenance Assessment District Bid No.: \_\_\_\_\_

Company Name: Adams Avenue Business Association Date: May 30, 2008

  
Authorized Signature

Larry Teves, President

Print Authorized Signature Name

(Revised 2/98)



**THE CITY OF SAN DIEGO**  
**EQUAL OPPORTUNITY CONTRACTING**  
1010 SECOND AVENUE, SUITE 500  
SAN DIEGO, CA 92101  
PHONE (619) 533-4464 • FAX (619) 533-4474

000649

## WORK FORCE REPORT

The objective of the Equal Employment Opportunity is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

### NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Adams Avenue Business Association

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 4649 Hawley Boulevard

City San Diego County San Diego State CA Zip 92116

Telephone Number: ( 619 ) 282- 7329 Fax Number: (619 ) 282 - 8751

Name of Company CEO: Jim Schneider, Executive Director

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_ - \_\_\_\_\_

Type of Business: \_\_\_\_\_ Type of License: \_\_\_\_\_

The Company has appointed: Jim Schneider

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 4649 Hawley Boulevard, San Diego CA 92116

Telephone Number: ( 619 ) 282- 7329 Fax Number: (619 ) 282 - 8751

For Firm's: ☐ San Diego Work Force and/or ☐ Managing Office Work Force

I, The undersigned representative of Adams Avenue Business Association

(Firm Name)

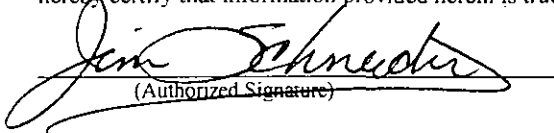
San Diego

(County)

California

(State)

hereby certify that information provided herein is true and correct. This document was executed on this 30<sup>th</sup> day of May, 2008.

  
(Authorized Signature)

Jim Schneider, Executive Director  
(Print Authorized Signature Name)

009630

NAME OF FIRM: Adams Avenue Business Association

DATE: May 30, 2008

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |  |  |
|--|--|
| (1) African-American, Black                          | (5) Filipino                                       |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian                                      |
| (3) Asian, Pacific Islander                          | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo                          |  |

| OCCUPATIONAL CATEGORY  | (1) African-American |     | (2) Latino |     | (3) Asian |     | (4) American Indian |     | (5) Filipino |     | (6) Caucasian |     | (7) Other Ethnicities |     |
|--|----------------------|-----|------------|-----|-----------|-----|---------------------|-----|--------------|-----|---------------|-----|-----------------------|-----|
|  | (M)                  | (F) | (M)        | (F) | (M)       | (F) | (M)                 | (F) | (M)          | (F) | (M)           | (F) | (M)                   | (F) |
| Executive, Administrative, Managerial                                |                      |     |            |     |           |     |                     |     |              |     | 1             | 1   |                       |     |
| Professional Specialty   |                      |     |            |     |           |     |                     |     |              |     |               |     |                       |     |
| Engineers/Architects   |                      |     |            |     |           |     |                     |     |              |     |               |     |                       |     |
| Technicians and Related Support                                      |                      |     |            |     |           |     |                     |     |              |     |               |     |                       |     |
| Sales  |                      |     |            |     |           |     |                     |     |              |     |               |     |                       |     |
| Administrative Support/Clerical                                      |                      |     |            |     |           |     |                     |     |              |     |               |     |                       |     |
| Services   |                      |     |            |     |           |     |                     |     |              |     |               |     |                       |     |
| Precision Production, Craft and Repair                               |                      |     |            |     |           |     |                     |     |              |     |               |     |                       |     |
| Machine Operators, Assemblers, Inspectors                            |                      |     |            |     |           |     |                     |     |              |     |               |     |                       |     |
| Transportation and Material Moving                                   |                      |     |            |     |           |     |                     |     |              |     |               |     |                       |     |
| Handlers, Equipment Cleaners, Helpers and Non-construction Laborers* |                      |     |            |     |           |     |                     |     |              |     |               |     |                       |     |

\*Construction laborers and other field employees are not to be included on this page

|                    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|--------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TOTALS EACH COLUMN | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 |
|--------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

GRAND TOTAL ALL EMPLOYEES

2

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

|          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| DISABLED |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

NON-PROFIT ORGANIZATIONS ONLY:

|                    |   |   |   |   |   |   |   |   |   |   |    |    |  |  |
|--------------------|---|---|---|---|---|---|---|---|---|---|----|----|--|--|
| BOARD OF DIRECTORS | 1 |   |   |   |   |   |   |   |   |   | 3  | 4  |  |  |
| VOLUNTEERS         | 3 | 2 | 2 | 4 | 1 | 1 | 0 | 1 | 0 | 2 | 10 | 12 |  |  |
| ARTISTS            |   |   |   |   |   |   |   |   |   |   |    |    |  |  |

000651

NAME OF FIRM: Adams Avenue Business Association

DATE: May 30, 2008

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |  |  |
|--|--|
| (1) African-American, Black                          | (5) Filipino                                       |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian                                      |
| (3) Asian, Pacific Islander                          | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo                          |  |

| OCCUPATIONAL CATEGORY  | (1)<br>African-American |     | (2)<br>Latino |     | (3)<br>Asian |     | (4)<br>American Indian |     | (5)<br>Filipino |     | (6)<br>Caucasian |     | (7)<br>Other Ethnicities |     |
|--|-------------------------|-----|---------------|-----|--------------|-----|------------------------|-----|-----------------|-----|------------------|-----|--------------------------|-----|
|  | (M)                     | (F) | (M)           | (F) | (M)          | (F) | (M)                    | (F) | (M)             | (F) | (M)              | (F) | (M)                      | (F) |
| Carpenter  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Drywall Installer  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Electrician  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Elevator Installers  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Finishers, Concrete or Terrazzo  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Glaziers   |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Helpers, Construction Trade  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Ironworkers, Structural Metal Workers  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Laborers   |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Millwrights  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Masons, Bricklayers  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Tile setters   |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Operators  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Painters   |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Pipe fitter, Plumbers  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Plasterers   |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Roofers  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Security, Protective Services  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Sheet Metal, Duct Installers   |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Welders, Cutters   |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| TOTALS EACH COLUMN   | 0                       | 0   | 0             | 0   | 0            | 0   | 0                      | 0   | 0               | 0   | 0                | 0   | 0                        | 0   |
| GRAND TOTAL ALL EMPLOYEES  | 2                       |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED: |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| DISABLED   | 0                       | 0   | 0             | 0   | 0            | 0   | 0                      | 0   | 0               | 0   | 0                | 0   | 0                        | 0   |

# SUBCONTRACTORS LIST

## INFORMATION REGARDING SUBCONTRACTOR PARTICIPATION:

000652

Prime Contractor shall include name and complete address of all Subcontractors who will receive more than one-half of one percent (0.5%) of the contract amount or in excess of \$10,000.

Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

| NAME AND ADDRESS<br>Subcontractors                           | SCOPE OF<br>WORK | PERCENT<br>OF<br>CONTRACT | DOLLAR<br>AMOUNT OF<br>CONTRACT | ® MBE/<br>WBE/DBE/<br>DVBE/OBE | © WHERE<br>CERTIFIED |
|--|------------------|---------------------------|---------------------------------|--------------------------------|----------------------|
| CAM Services<br>5664 Selmarine Drive<br>Culver City CA 90230 |                  | 90%                       | 45,000                          | No                             |                      |
|  |                  |                           |                                 |                                |                      |
|  |                  |                           |                                 |                                |                      |
|  |                  |                           |                                 |                                |                      |
|  |                  |                           |                                 |                                |                      |
|  |                  |                           |                                 |                                |                      |

® For information only. As appropriate, Prime shall identify Subcontractors as:

Certified Minority Business Enterprise  
 Certified Woman Business Enterprise  
 Certified Disadvantaged Business Enterprise  
 Certified Disabled Veteran Business Enterprise  
 Other Business Enterprise

MBE  
 WBE  
 DBE  
 DVBE  
 OBE

© For information only. As appropriate, Prime shall indicate if Subcontractor is certified by:

City of San Diego  
 State of California Department of Transportation

CITY  
 CALTRANS



**OUTREACH AND TEAMING SURVEY  
CONSULTANTS****Prime:****Project Title:** Adams Avenue Business Maintenance Assessment District**Original Contract:** ☒ Yes ☐ No **Amendment No:** \_\_\_\_ **Change Order No:** \_\_\_\_**Job Order No:** \_\_\_\_\_ **Bid No:** \_\_\_\_\_

Submit this *Outreach and Teaming Survey* within five (5) working days after date of notification of your firm's selection and return to:

**City of San Diego, Equal Opportunity Contracting Program (EOCP)**

**1010 Second Avenue, Suite 500**

**San Diego, CA 92101**

**FAX: (619) 533-4474**

The City of San Diego encourages subconsulting activity at levels reflecting the diversity of the City's population. Information from this survey will be used by EOCP staff to monitor successful outreach and teaming strategies used by consultants to ensure non-discrimination on City projects. Levels of participation shall not impact a consultant's ability to receive this contract or submit proposals for future contracts.

*Please respond to the following questions (if necessary, attach additional pages):*

1. Did your firm identify a need to utilize subconsultants on this project? If so, which specific scopes of work were targeted for subconsulting?

Yes, Using the same contractor as previous years.

2. Describe your firm's overall strategy to outreach and team on this project. Did you negotiate? Did you invite bids? Did you make the project plans and specifications available?

Outreach not necessary as we are using the same contractor as previous years.

## OUTREACH AND TEAMING SURVEY (continued)

3. If you invited sub-bids, identify each of the sub-bidders by scope of work and their bid amounts. How much time were sub-bidders given to respond?

N/A

4. Did your firm advertise the subconsulting opportunities of this project in any publication? Which publications? What dates? Attach copies of published ads. What other outreach efforts did you employ?


N/A

5. Did you use any type of directory or database to identify potential subconsultants? If so, which ones?

N/A

**This survey will be submitted as part of the contract award evaluation package to the San Diego City Council. Failure to complete, sign and submit this form or a facsimile within the five (5) day period after date of notification may result in a loss of the contract based upon non-responsiveness.**

*As an authorized officer of this company, I certify that information contained in this report is true and accurate to the best of my knowledge.*

Adams Avenue Business Association Company Name  
Larry Teves, President Name  
 Signature

\*\*\*FOR OFFICIAL USE\*\*\*  
(To Be Completed By City Staff Only)

Total: \$ \_\_\_\_\_ M/W/DBE: \$ \_\_\_\_\_ % DVBE: \$ \_\_\_\_\_ % OBE: \$ \_\_\_\_\_ %

**ATTACHMENT (6)**

007655

**CONTRACT AMOUNT:** \_\_\_\_\_ **INVOICE PERIOD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

[illegible]

**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE****PROJECT TITLE:**


I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

Adams Avenue Business Association

Name under which business is conducted

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed



Printed Name Larry Teves

Title President

Date May 30, 2008

000657

ATTACHMENT a

CONSULTANT EVALUATION FORM

**§43.0301 Purpose and Intent**

The purposes of this Division are to further ensure the health, safety and general welfare of the citizens of the City of San Diego by controlling Non-Storm Water Discharges to the Storm Water Conveyance System; by eliminating discharges to the Storm Water Conveyance System from spills, dumping, or disposal of materials other than Storm Water; and by reducing Pollutants in urban Storm Water discharges to the maximum extent practicable. The intent of this Division is to protect and enhance the water quality of our watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Water Pollution Control Act [Clean Water Act, 33 U.S.C. section 1251 et seq.] and National Pollutant Discharge Elimination System [NPDES] Permit No. CA0108758, as amended.

**CONFLICT OF INTEREST AND PROCUREMENT POLICY  
FOR NONPROFIT CORPORATIONS CONTRACTING  
WITH THE CITY OF SAN DIEGO**

Purpose

It is important for the City and its citizens to have confidence in the integrity of nonprofit corporations which contract with the City to provide services and administer programs, and which receive funding from or through the City. Officers, directors, members, committee members, staff and volunteers of these nonprofit organizations shall avoid taking actions that give the appearance of being motivated by private gain. They should perform their duties in an impartial manner, free from bias caused by their own financial interest or the financial interests of persons who have supported them. The appearance of a conflict of interest is created by the selection, recommendation, or specification of a product, supplier or subcontractor with whom the representative of the nonprofit has a direct or indirect financial, organizational or family interest or relationship. It is the intent of the City to incorporate this policy governing conflicts of interest and procurement of goods and services into the City's contracts with such associations, and to require compliance with this policy as a contract obligation.

This policy is not intended to supersede, negate or otherwise invalidate any statute, ordinance or policy, but is intended to supplement existing authorities governing these subjects.

Conflict of Interest Standard - Contracts or Transactions

All nonprofit mutual benefit corporations and nonprofit public benefit corporations contracting with the City are subject to the following conflict of interest standard, which is based on the conflict of interest provisions of the California Corporations Code:

No contract or transaction may be entered into by the corporation if one of its officers, directors, committee members, staff members or volunteers has a material financial interest in the contract or transaction, except in the following circumstances:

1. The action by the board is one fixing the compensation of a director or officer of the corporation; or
2. All of the following conditions are met:
  - (a) The material facts as to the transaction and as to the party's interest are fully disclosed or known to the members, board or committee voting on the matter.
  - (b) The contract or transaction is approved by the members, board or committee in good faith, by a vote sufficient without counting the vote of the interested party or parties.
  - (c) Any membership owned by the interested party abstains from voting on the matter.

- (d) The contract or transaction is just and reasonable to the corporation at the time it was authorized, approved or ratified.
  - (e) The interested party shall not actively participate in the decision about the transaction or contract, except to answer questions or provide a broad explanation.
  - (f) The action is recorded in meeting minutes, noting which members voted, how the members voted, and identifying any members who abstained from voting.
3. A committee or person authorized by the board approved the transaction consistent with the standards in section 2 above, it was not reasonably practicable to obtain approval of the board prior to entering into the transaction, and the board ratified the action at its next meeting by a majority vote of the directors, without counting the vote of the interested party or parties.

#### Contracts or Transactions Involving Transient Occupancy Tax (TOT) Funds

In the case of contracts or transactions involving TOT funds, no employee, agent, officer or consultant to the organization who is involved in the decision making process or who has access to inside information may obtain a financial benefit from the contract or transaction, unless approval is obtained in writing from the contract administrator.

#### Economic Disclosure

Upon request by the City, a director or voting member of a nonprofit corporation contracting with the City shall disclose information to the City about his or her financial interests and business affiliations which may be affected by decisions of the corporation related to the corporation's contract with the City.

#### Board Roster

All nonprofit corporations contracting with the City shall provide, within 30 days of execution of an agreement, a list of the names of all board members, their business affiliations, and a signed acknowledgment form indicating that they have received a copy of the Conflict of Interest Policy and that they have read and understand the Policy. In the event that the board membership changes, the corporation shall provide the City with an updated list and a signed acknowledgment, within 30 days of the change.

#### Procedures for Procurement of Goods and Services

All procurement of goods and services by nonprofit associations contracting with the City, which receive funding from or through the City, shall comply with the following standard:

- 1. Expenditures less than \$5000 from a single contractor in a 12 month period:
  - ▶ No competitive procurement process is required.



2. Expenditures of between \$5000 and \$25,000 from a single contractor in a 12 month period:
  - ▶ Obtain three written price proposals or demonstrate why three bids could not be obtained.
  - ▶ Present price proposal information to full board for approval of contract or transaction.
  - ▶ Record the action taken in the meeting minutes, and keep the written price proposals on file.
  
3. Expenditures of more than \$25,000 for goods and/or services from a single contractor in a 12 month period:
  - ▶ Draft a Request for Proposals describing the services or goods required, and requesting information from prospective contractors regarding relevant qualifications and a price proposal.
  - ▶ Publish a notice of the intent to seek proposals for the goods or services in a newspaper or newspapers of general circulation in the City.
  - ▶ Screen all submitted proposals and prepare short list of finalists for consideration by the board for approval. Finalists for a contract or transaction involving expert or professional services shall be interviewed by a screening committee or by the board prior to a final selection being made.
  - ▶ Record action taken by the board in meeting minutes and keep the proposals received on file.
  - ▶ After board approval, execute a contract in writing with the subcontractor or vendor, and submit a copy of the contract to the City.

#### Remedies

A violation of any provision of this policy shall be grounds for termination of the corporation's agreement with the City, and/or removal of the director or member of the corporation from his or her position with the corporation. A agreement, contract or transaction entered into in violation of the conflict of interest and procurement provisions of this policy shall be void and unenforceable, and shall not entitle the corporation or the contractor to any reimbursement or payment for goods or services provided pursuant to the void contract. A corporation and/or its director or member who violates this policy shall be subject to civil liability to the City for any damages caused as a result of the violation.

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO  
AND THE CENTRAL COMMERCIAL DISTRICT REVITALIZATION  
CORPORATION**

This agreement ("Agreement") is made and entered by and between the City of San Diego, a municipal corporation, herein called "City", and the Central Commercial District Revitalization Corporation, a non-profit corporation, herein called "Corporation".

**RECITALS**

WHEREAS, pursuant to the authority granted by Part 2 of Division 15 of the California Streets and Highways Code, the City approved the formation of the Central Commercial Maintenance Assessment District, herein called "District" by duly enacted ordinance; and

WHEREAS, the City desires to retain the services of the Corporation to provide administration of the maintenance services to the District; and

WHEREAS, the boundaries of the District are generally defined as follows: along Imperial Avenue from Interstate 5 to 32nd Street; Commercial Avenue from Interstate 5 to 28th Street; National Avenue from 28th Street to 32nd Street; and all side streets in between Imperial Avenue and Commercial Avenue between Interstate 5 and 28th Street; and

WHEREAS, the Corporation has provided a petition to the City representing at least a majority of the property owners in the District, weighted by the dollar amount of their assessments in the District, in support of the Corporation's role to assume the responsibility for administration of Contracts for Goods and Contracts for Services (as these terms are defined in San Diego Municipal Code 65.0202) for the District for a period of one year in accordance with the San Diego Municipal Code section 65.0212.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for other valuable consideration which is hereby acknowledged, the City and the Corporation hereby agree as follows:

**ARTICLE I - SCOPE OF SERVICES**

**A. GENERAL SERVICES**

1. The Corporation shall provide administration of the District, including the administration of the Contracts for Goods and Contracts for Services and preparation of financial statements for the District in connection with provisions of the "Maintenance Assessment Districts Ordinance" (being Division 2, Article 5, Chapter VI, beginning at section 65.0201 of the San Diego Municipal Code), and the provisions of the "Landscaping and Lighting Act of 1972" (being Part 2 of Division 15 of the California Streets and Highways Code), and provide or arrange for services to the District as set forth in the assessment engineer's report "Engineer's Report" for the District.

2. The Corporation shall perform all duties and services specifically set forth herein as reasonable and necessary to accomplish the intent of this Agreement in a manner consistent with the standards outlined in this Agreement.

**B. SPECIFIC REQUIREMENTS**

1. The Corporation at a minimum, shall provide the following maintenance standards within the boundaries of the District as described in the Engineer's Report and to the extent that such standards are consistent with the budget afforded for such maintenance services:
  - (a) Litter Control. All litter will be removed from right-of-way sidewalks, curbs, gutters and landscaped areas. All trash removed will be picked up by a commercial trash disposal company or be disposed of at a City-approved waste site.
  - (b) Public Health and Sanitation. Any conditions which pose health and sanitation hazards will be removed within twenty four (24) hours after discovery in the District's public rights-of-way.
  - (c) Illegal Dumps. All illegal dumps of trash and personal property in the public right-of-way will be removed within three (3) days after discovery.
  - (d) Graffiti Control. All graffiti shall be promptly covered or removed from the public right-of-way. Being mindful of the importance of quick removal as a means of discouraging repetition of the graffiti, the Corporation will use its best efforts to act within twenty-four (24) hours of discovery. The Corporation shall develop a phased program for graffiti-proofing all lighting and sign fixtures in the public right-of-way to prevent or facilitate removal of graffiti. Graffiti observed on private property shall be reported for removal to the City's Neighborhood Code Compliance Department / Graffiti Control Program (619-525-8522).
  - (e) Sidewalk Safety Hazards (Ongoing)  
All sidewalk safety hazards which are observed in the course of providing enhanced maintenance services, as described in this Agreement (including damaged meter boxes and street vaults), shall be barricaded immediately and then, immediately following barricading, reported for repair to the City's General Services Department: Street Division. An unsafe sidewalk condition shall be reported to the City's Street Division (at 619-527-7500 or go to [www.sandiego.gov](http://www.sandiego.gov) selecting "Request a Street Repair"). Either means of reporting provides a "standard notification number" confirming that the report was made and received. The Corporation shall have no obligation to repair or otherwise protect against such conditions, and shall have no liability to the City or any third party for claims or loss related to such conditions, except to the extent the condition is directly caused by the negligence or willful misconduct of the Corporation, its employees or

agents or if the observed condition is not immediately barricaded and reported as required in this provision.

- (f) Lighting Service. All street light lamps observed to be out or street light poles that have been damaged will be reported immediately upon discovery for repair to the City's Transportation Department / Electrical Section, General Information and Service Requests, Street Light and Traffic Signal Maintenance (619-527-8056).
  - (g) Tree Maintenance. The Corporation shall provide notice to the City of any planting of trees with Maintenance Assessment District funds, together with the specific location of such trees and the date of planting, and will thereafter maintain such trees in a manner which promotes healthy tree growth, including, but limited not to, watering, trimming and fertilization. Any such trees that present an immediate safety hazard or have potential for private property damage shall be trimmed or removed upon discovery.
2. The Corporation shall conduct on-site inspections of all work done in the District pursuant to this Agreement and shall submit a report to the City indicating that such on-site inspections have been completed.
  3. City staff shall conduct four (4) District inspections per year to evaluate compliance with the above referenced maintenance standards. A City inspection report shall be supplied to the Corporation requiring less than thirty (30) calendar days to correct any deficient standard reported. The inspections will be completed by City staff every 3 months.
  4. The Corporation shall be responsible for responding, in writing, to the City regarding District maintenance complaints received by the City.
  5. The Corporation shall provide at least one (1) noticed meeting with the property owners within the District annually and attempt to meet on a regular basis with the relevant planning group or property owners within the District. The regular meeting shall be used to finalize plans and specifications for improvements and maintenance as described in the Engineer's Report, evaluate the performance of any maintenance contractor, and advise the Corporation regarding the improvements and regular maintenance as described in the Engineer's Report for the District. For the regular meeting, the Corporation shall use its best efforts to contact either orally or in writing the City, the relevant community planning group or designated property owners' representatives of the District, and community newspapers, if available.
  6. The Corporation shall submit to the City no later than March 1 of each year a District approved, line-item budget for the upcoming Fiscal Year. This proposed budget for services in the District will be included in the Central Commercial Maintenance Assessment District Engineer's Report each year.

7. The Corporation shall maintain a separate set of books and records for costs associated with the Corporation's responsibilities under this Agreement for annual audit at the expense of the District. All records shall be made available for inspection and photocopying by the City upon reasonable notice. The City's rights with respect to such records are further governed by the provisions of Article V of this Agreement. The Corporation shall maintain such books and records for a period of three (3) years following completion of this Agreement.

## **ARTICLE II - SERVICES PROVIDED BY THE CITY**

### **A. BUDGET**

1. The City shall carry out all actions reasonably necessary for processing the annual budget for maintenance of the District.
2. The City shall review the Corporation's proposed maintenance operations in processing the annual budget for the District.
3. The City may amend line items in the annual budget upon a written request from the Corporation, as long as the amendments would not increase the total amount authorized for reimbursement to the Corporation.

### **B. SERVICES**

1. The City shall conduct at least four (4) on-site inspections of the District during the period of this Agreement. In the event the City determines from such inspections that the District is not being properly administered by the Corporation, a report of such findings will be presented first to the Corporation, and, if not satisfactorily corrected within thirty (30) calendar days will then be presented to the City Council as the basis for termination of this Agreement pursuant to Article IV hereof and San Diego Municipal Code section 65.0212.
2. The City shall reserve the right to deploy its public safety personnel in a manner which, in the City's sole discretion, best serves the needs of the public. Further, nothing in this Agreement shall be deemed to abrogate or waive the provisions of California Government Code section 845.
3. The City shall coordinate the collection of assessments with the County of San Diego and provide administrative services, general assistance and information to the Corporation.
4. With respect to any hazards reported to the City by the Corporation pursuant to section B(1)(e) hereof, the City shall take action to temporarily mitigate the potential hazard and notify abutting property owners of their responsibility to permanently repair/ replace the sidewalk.

**ARTICLE III - COMPENSATION AND REIMBURSEMENT****A. INVOICES**

1. The Corporation shall submit monthly reimbursement requests to the City. The City shall reimburse the Corporation from District funds within thirty (30) working days of receipt of a proper reimbursement request. The request must include both a Trial Balance and Summary of Expenses as of the period claimed. The Summary of Expenses shall detail expenses by expenditure category and line item as reflected in the approved District budget.
2. All invoices shall include the names and rates of pay for contracted personnel who have performed services on behalf of the District, the hours worked, and details of any reasonable and necessary out-of-pocket expenses.

**B. COMPENSATION**

1. The Corporation shall be compensated for its services pursuant to this Agreement solely by the terms of this Section 3 (B). The Corporation shall be authorized to add to the reimbursement requests made under this Article III an additional fifteen percent (15%) of the total amount actually expended by the Corporation for the wages, benefits and salaries of employees only to the extent such salaries compensate for activities directly undertaken for the administration of the District, as "Administrative Overhead." The Corporation shall not be authorized to include charges for Administrative Overhead in connection with any of the following expenses: (1) monies expended for the purchase of goods or supplies; (2) sums paid to third party contractors for the preparation of the assessment Engineer's Report; (3) general business expenses such as office rent, office equipment, accounting and auditing expenses, insurance premiums, copying, printing, or postage fees. The Corporation shall not be authorized to include charges for Administrative Overhead on any amounts paid by the Corporation that contain any administrative charges by the billing entity. If the Corporation enters into any contracts with third parties for the performance of any of Corporation's duties under this Agreement and any such contract includes an administrative charge, the Corporation shall not be entitled to receive Administrative Overhead reimbursements for their own administration activities related to the work performed by third party contractors.
2. Administration Overhead reimbursement to the Corporation shall be limited to the lesser of (1) \$32,782 (or \$2,731.83) during the term of this Agreement; or (2) 15 percent (15%) of the estimated assessment revenues in the District, which ever amount is smaller.
3. The City shall be reimbursed the greater of \$8,741 or four percent (4%) of annual assessments for administrative services associated with the annual budget processing, property tax enrollment and collections, professional engineering services, on-site inspections, and audit services from the District budget.

**C. ADVANCES**

1. Upon a written request from the Corporation, the City may make a cash advance of two months of working capital to the Corporation based on the District's monthly cash flow budget requirements related to the approved District budget. If the District reserves are not adequate to cover the working capital advance request, an advance will be based on available cash at the time of the request.
2. Any cash advances made by the City to the Corporation under Section 3(C)(2), above, shall be repaid on a pro rata basis by the deduction 1/12 of the total sum advanced from each monthly payment by the City to the Corporation pursuant to Sections 3 (A) and (B), above. The advance will be returned in full on or before the termination of this Agreement as either a reduction of the final reimbursement request or a transfer of funds from the Corporation.

**D. SUSPENSION OF PAYMENT.**

1. If the Corporation fails to perform any of its obligations as set forth in this Agreement, the City shall have the right to suspend the payment of Administrative Overhead fees to the Corporation pursuant to Article III until such time as the Corporation is in compliance with the terms hereof. If, as a result of Corporation's failure to perform, the City elects to withhold payment hereunder, the City shall give Corporation written notice of its intention to suspend payment of Administrative Overhead fees until Corporation has cured its noncompliance herewith. Such notice shall provide Corporation with a description of the failure to perform upon which the City has based its suspension of payment hereunder. Upon the performance by the Corporation of its obligations under this Agreement, the City shall resume payments of Administrative Overhead to the Corporation in conformance with the terms of Article III as set forth above.

**ARTICLE IV - EFFECTIVE DATE AND TERM**

This Agreement shall be effective from July 1, 2008 through June 30, 2009, and continue until completion of the scope of services, or upon written notice of cancellation, but in no event shall it exceed one (1) year. This Agreement may be renewed each year at the City's sole option.

**ARTICLE V - DOCUMENTS, RECORDS AND REPORTS****A. OWNERSHIP OF DOCUMENTS**

1. Once the Corporation has been compensated for services performed, all documents, including, but not limited to reports, and maps prepared in connection with or related to the scope of services, shall be the property of the City.

2. The City's ownership of these documents includes all incidental rights, whether or not the work for which they were prepared has been performed.
3. Article V, Section A shall apply whether the Agreement is terminated by the completion of the services, by the expiration of this Agreement under Article IV, or in accordance with other provisions of this Agreement.
4. Notwithstanding the foregoing, the Corporation shall have the right, at its sole cost, to make copies of the documents.

**B. AUDIT AND INSPECTION OF RECORDS**

1. At any time during normal business hours and as often as the City deems necessary, the Corporation and any or all subcontractors shall make available to the City for examination at reasonable locations within the City/County of San Diego all data and records relating to all matters covered by this Agreement. The Corporation and all subcontractors will permit the City to make audits of all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered in this Agreement.
2. The Corporation and subcontractors shall maintain such data and records for a period of three (3) years following receipt of the final payment of this Agreement. With respect to receipts, canceled checks, and other evidence of payments for which the Corporation is reimbursed by the City pursuant to this Agreement, the Corporation shall maintain such documentation at a location in the City of San Diego for the required period of time. With respect to all other records covered by this Article V, Section B, if the Corporation does not make them available within the City of San Diego, then the Corporation shall pay all City's travel related costs to audit records associated with this Agreement where records are maintained.

**C. FINANCIAL REPORTS**

The Corporation shall provide an audited financial statement of the District within ninety (90) days after the end of its fiscal year. The financial statements must be prepared in accordance with Generally Accepted Accounting Principles and audited by an independent Certified Public Accountant (CPA) in accordance with Generally Accepted Auditing Standards (GAAS). The statements must include a Statement of Expenditures of the District's funds identified in the same expenditure classifications as contained in the City's final budget and show a comparison to the budget amounts, and a Statement of Compliance with the terms of this Agreement signed by the Corporation. Failure to comply with these requirements may result in suspension of any current payments pursuant to Section 3(D) or possible future funding.



**ARTICLE VI - TERMINATION****A. CITY'S RIGHT TO TERMINATE FOR DEFAULT**

1. If the Corporation fails to perform or adequately perform any obligation required by this Agreement, the Corporation's failure shall constitute a default. The City's Mayor or designee shall promptly give the Corporation written notice of the occurrence of the default, and shall allow the Corporation thirty (30) days thereafter to cure the default, or to submit a written plan of action to cure such a default within a reasonable and safe period of time thereafter. Failure to cure the default or timely submit the plan of action within the thirty-day period, or failure to adhere to the plan of action, shall entitle the City Council to terminate this Agreement in accordance with San Diego Municipal Code section 65.0212.
2. Notwithstanding the foregoing, if the nature of the default could endanger the public's health and safety, the Corporation shall cure the default within twenty-four (24) hours of receipt of notice of the default and application of this Article VI, Section A of the Agreement. If the Corporation fails to actually and timely cure the default, then the City Council may, in its sole and absolute discretion, terminate this Agreement.

**B. NOTICE**

1. The City Council may terminate this Agreement with the Corporation at any time provided:
  - (a) a public hearing is held on the City's intention to terminate this Agreement with the Corporation;
  - (b) the Corporation is provided thirty (30) calendar days' notice of the public hearing on the City's intention to terminate this Agreement;
  - (c) a notice of the public hearing is mailed at least fifteen (15) calendar days prior to the public hearing to each property owner within the District; and
  - (d) the City Council determines at the conclusion of the public hearing that it is in the best interests of the District to terminate this Agreement with the Corporation.
2. Upon such termination of this Agreement, the City shall assume administration of Contracts for Goods and Contracts for Services for the District as defined in San Diego Municipal Code section 65.0202. The Corporation shall transmit to the City all funds, books, records, data, equipment and other assets of the District no later than thirty (30) calendar days after receipt of written notice of termination. Until the actual transfer of these assets is complete, the Corporation shall continue to administer the Contracts for Goods and Contracts for Services for the District so that there is no interruption in or loss of service to property owners within the

District. The Corporation may be entitled to permitted costs during such period as set forth in Article III.

**C. CITY'S RIGHT TO TERMINATE FOR BANKRUPTCY OR ASSIGNMENT FOR THE BENEFIT OF CREDITORS**

If the Corporation files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon the Corporation, immediately cancel and/or terminate this Agreement, and terminate each and every right of the Corporation, and any person claiming any rights by or through the Corporation under this Agreement.

**D. NO WAIVER OF OTHER REMEDIES**

The rights and remedies of the City enumerated in this Agreement are cumulative and shall not limit the City's rights under any other provision of this Agreement or the San Diego Municipal Code, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Corporation.

**E. CORPORATION'S RIGHT TO TERMINATE**

If the Corporation wishes to terminate this agreement, a written notice of termination must be issued within ninety calendar days (90). The Corporation shall transmit to the City all funds, books, records, data, equipment and other assets of the District no later than ninety (90) calendar days of issuance of written notice of termination. Until the actual transfer of these assets is complete, the Corporation shall continue to administer the Contracts for Goods and Contracts for Services for the District so that there is no interruption in or loss of service to property owners within the District. The Corporation may be entitled to permitted costs during such period as set forth in Article III.

**ARTICLE VII - INDEPENDENT CONTRACTOR AND DISTRICT MANAGEMENT**

**A. DELEGATION OF DUTIES**

The Corporation is an independent contractor representing the owners of properties in the District. The Corporation will oversee the administration of the District activity through its employees or the engagement of one or more contractors to provide routine maintenance services to include trash collection and disposal, graffiti removal, repair, landscaping and lighting improvements. Accordingly, the Corporation duties specified in this Agreement may not be delegated by the Corporation without the prior written consent of the City.

**B. PRINCIPAL**

1. The Corporation agrees that one of its designated officers shall be the primary contact for the purposes of this Agreement. In order to simplify invoice processing, it is agreed the designated officer will act as billing agent for work provided by the Corporation.
2. The Corporation's management of the services of this Agreement is of substantial concern and importance to the City, requiring coordination with City services. The quality of performance will reflect on the City and its management. Accordingly, the City requires Corporation to inform the City on a regular basis of any changes in the Officers of the Corporation and of the identity of its subcontractors and their areas of responsibility.

**ARTICLE VIII - COVENANTS AND CONDITIONS**

All provisions hereof expressed as either covenants or conditions on the part of the City or the Corporation to be performed or observed shall be deemed to be both covenants and conditions.

**ARTICLE IX - COMPLIANCE WITH CONTROLLING LAW**

The Corporation shall comply with all applicable laws, rules, regulations, ordinances, resolutions and policies of the federal, state, and local governments as they pertain to this Agreement. In addition to the foregoing, the Corporation shall comply immediately with any and all directives issued by the City or its authorized representatives under authority of any laws, rules, regulations, ordinances, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**ARTICLE X - ACCEPTABILITY OF WORK**

The City shall decide any and all questions that may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to the Corporation, the acceptable completion of this Agreement, and the amount of compensation due. In the event the Corporation believes that any requirement of the City interferes with or affects the independence of the Corporation, the Corporation shall confer with the City in order to resolve any possible conflict. In the event the Corporation and the City cannot agree as to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the Corporation in this Agreement, the City or the Corporation shall give to the other written notice thereof. No later than ten (10) calendar days thereafter, the Corporation and the City shall each prepare a written report that supports its position and file the same with the City and the Corporation. Thereafter, the City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the Corporation. This section is not intended to be a provision requiring the arbitration of any disputes between the parties to this Agreement.

## **ARTICLE XI - INFORMAL DISPUTE RESOLUTION**

If the Corporation and the City have any dispute as to their respective rights and obligations under this Agreement, or the meaning or interpretation of any provisions hereof, they shall first attempt to resolve such disputes by informal discussion between their respective principals. Within five (5) calendar days of determining the existence of any such dispute, the party determining there is such dispute shall give written notice of the existence of the dispute and the need to meet informally to resolve such dispute. The parties shall endeavor thereafter to meet within five (5) days of the second party's receipt of such notice, or at such time thereafter as is reasonable under the circumstances.

## **ARTICLE XII - INDEMNIFICATION**

The Corporation agrees to defend, indemnify, protect and hold the City, and all of its officers, agents and employees harmless from any and all actions, suits, proceedings, liability, claims, demands for, damages or injuries to, any person, including injury to the Corporation's officers, agents, and employees, and all claims that may arise from or are directly connected with or attributable to the negligence or failure to perform professional services or other obligations of this Agreement, or are caused or claim to be caused by the acts or omissions of the Corporation, its officers, agents or employees, and all expenses of investigating and defending against same; provided, however, that this duty to defend, indemnify and hold harmless shall not include any claim arising from the established sole negligence or willful misconduct of the City, its officers, agents or employees.

## **ARTICLE XIII - INSURANCE**

### **A. PREREQUISITES TO COMMENCEMENT OF WORK.**

1. Prior to the execution of this Agreement by the Parties and approval by the City Attorney in accordance with Charter Section 40, and prior to Corporation's performance of its obligations and/or duties under this Agreement, Corporation shall complete each of the following:
  - (a) obtain City approval of each insurance company (or companies), as required in Section B below;
  - (b) obtain all insurance coverage required in Sections 13(C); 13(D); and 13(E), below;
  - (c) obtain, and provide to the City, insurance certificates evidencing all insurance coverage required in Sections 13(C); 13(D); and 13(E), below; and
  - (d) confirm that all insurance policies and insurance certificates contain the specific provisions required by Sections 13(C); 13(D); and 13(E), below.

2. Corporation shall not allow any subcontractor to commence work on a subcontract in connection with this Agreement, unless and until all insurance required of the subcontractor, as described in Sections 13(C), 13(D), and 13(E), below, has been obtained.

**B. INSURANCE COMPANIES.** All insurance coverage required in Sections 13(C), 13(D), and 13(E), below, shall be carried only by insurers that have been rated "A-, VI" or better, by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted "surplus lines" carriers, only if the carrier is authorized to do business in the State of California and is shown on the List of Eligible Surplus Lines Insurers.

**C. COMMERCIAL GENERAL LIABILITY INSURANCE.**

1. At all times during the term of this Agreement, Corporation shall maintain, in full force and effect, Commercial General Liability Insurance, written on an ISO Occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000.
2. The policy shall expressly provide that:
  - (a) all defense costs shall be outside the limits of the policy; and
  - (b) the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
3. The policy shall be endorsed to expressly provide that:
  - (a) The City of San Diego, its elected officials, officers, agents, employees, and representatives are named as additional insureds; and
  - (b) the policy is primary and non-contributory to any insurance that may be carried by the City.
4. There shall be no endorsement or modification of the policy limiting the scope of coverage for insured vs. insured claims, or for contractual liability.

**D. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.**

1. At all times during the term of this Agreement, Corporation shall maintain in full force and effect Commercial Automobile Liability Insurance for all of Corporation's automobiles (including owned, hired, and non-owned automobiles), written on an ISO form CA 00 01 12 90 or a later version of this

form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all bodily injury and property damage, for a combined single limit of \$1,000,000 per occurrence.

2. The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
3. The policy shall be endorsed to expressly provide that The City, its elected officials, officers, agents, employees, and representatives are named as additional insureds.

**E. WORKERS' COMPENSATION INSURANCE.**

1. At all times during the term of this Agreement, Corporation shall maintain in full force and effect Workers' Compensation Insurance for all of Corporation's employees who are subject to this Agreement, to the extent required by the State of California, providing a minimum of \$1,000,000 of employers' liability coverage.
2. The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
3. The policy shall be endorsed to expressly provide that the insurer waives the right of subrogation against The City of San Diego, its elected officials, officers, agents, employees, and representatives.

**F. ENDORSEMENTS.** All endorsements required under Sections 13(C), 13(D), and 13(E) above shall be in full force and effect for the entire term of this Agreement.

**G. CITY'S RIGHT TO REQUEST AND REVIEW CORPORATION'S INSURANCE POLICIES.** The City reserves its right to request, and Corporation shall immediately submit to the City upon the City's request, copies of any policy required in Sections 13(C), 13(D), and 13(E) above, and its right to review, at any time, Corporation's insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. If the City determines that such insurance coverage, limits, deductibles, and/or self-insured retentions are unacceptable, the City and Corporation shall amend this Agreement to adjust such insurance coverage, limits, deductibles, and/or self-insured retentions to a level acceptable to the City, and Corporation shall comply with any such amendment.

**H. DEDUCTIBLES AND SELF-INSURED RETENTIONS.** All deductibles and self-insured retentions on any policy shall be the responsibility of Corporation, and shall be disclosed on the insurance certificates and acceptable to the City.

- I. CORPORATION'S LIABILITY NOT LIMITED TO INSURANCE COVERAGE.** Corporation's liability, including, but not limited to, Corporation's indemnity obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required in this Article.
- J. MODIFICATIONS AFFECTING CITY'S EXPOSURE TO LOSS.** Corporation shall not modify any policy (or endorsement thereto), which increases the City's exposure to loss for the duration of this Agreement.
- K. ADDITIONAL INSURANCE.** Corporation may obtain additional insurance not required by this Agreement.
- L. EXPIRATION OF POLICIES.** At least thirty calendar days prior to the expiration of each insurance policy required herein, Corporation shall provide the City an insurance certificate, showing that a new or extended policy has been obtained which meets the requirements of this Agreement.
- M. REQUIREMENT TO MAINTAIN INSURANCE COVERAGE.** Corporation's maintenance of the insurance coverage required in Sections 13(C), 13(D), and 13(E) above is a material provision of this Agreement. Any failure by Corporation to maintain or renew such coverage, or to provide the City evidence of renewal, during the term of this Agreement, shall constitute a material breach of contract.

#### **ARTICLE XIV - CONFLICT OF INTEREST**

- A.** The Corporation aware of and is subject to all applicable federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.
- B.** If, in performing the Professional Services set forth in this Agreement, the Corporation makes, or participates in, a "governmental decision" as described in title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Corporation shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Corporation's relevant financial interests. Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk.
- C.** The Corporation shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Corporation is subject to a conflict of interest code. The Corporation shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Corporation was subject to a conflict of interest code.

- D. If the City requires the Corporation to file a Statement of Economic Interests as a result of the Professional Services performed, the Corporation shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.
  
- E. The Corporation shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. If the Corporation violates any conflict of interest law, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Corporation to liability to the City for attorneys' fees and all damages sustained as a result of the violation. It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of sections 1090 et seq. and sections 87100 et seq. of the California Government Code relating to conflicts of interest for public officers and employees, as well as the conflict of interest codes of the City. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City shall immediately terminate this Agreement by giving written notice thereof. The Corporation agrees to abide by sections 87100 et. seq. of the California Government Code during the term of this Agreement. The City may determine that the Corporation is subject to a conflict of interest code and is required to complete one or more statements of economic interest disclosing relevant financial interests. Upon the City's request, the Corporation shall submit the necessary documentation.
  
- F. The Corporation's personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any Subcontractor or potential Subcontractor. The Corporation shall not recommend or specify any product, supplier, or contractor with whom the Association has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
  
- G. If the Corporation violates any conflict of interest law, or any of the provisions of Article XIV of this Agreement, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies set forth in Exhibit C. Further, any such violation shall subject the Corporation to liability to the City for attorney's fees and all damages sustained as a result of the violation.

#### **ARTICLE XV – ATTORNEYS' FEES**

If either party brings any action or proceeding to enforce, protect or establish any right or remedy arising out of or based upon this Agreement, including, but not limited to, the recovery of damages for its breach, the prevailing party in said action or proceeding shall be entitled to recovery of its costs and reasonable attorneys' fees.



## **ARTICLE XVI - NOTICES**

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to the City shall be addressed to City of San Diego, City Planning and Community Investment, Economic Development Division, 1200 3<sup>rd</sup> Avenue, Suite 1400, MS-56D, San Diego, California 92101. Notice to the Corporation shall be addressed to Central Commercial District Revitalization Corporation, 3161 National Avenue, San Diego, CA 92113. Either party may change the address for its receipt of notice hereunder by giving notice thereof in the manner herein specified. Nothing herein contained shall preclude or render inoperative service or such notice in the manner provided by law.

## **ARTICLE XVII - CONTRACTS AWARDED BY CORPORATION**

The Corporation shall comply with the San Diego Municipal Code sections 65.0212 (c)(6) and 65.0214 for the award of any contract pertaining to the District.

## **ARTICLE XVIII - NON-DISCRIMINATION REQUIREMENTS**

### **A. EQUAL OPPORTUNITY CONTRACTING PROGRAM**

The Corporation and each of its subcontractors shall comply with the City's Equal Opportunity Contracting Consultant Requirements which is attached hereto as Exhibit A and incorporated herein by this reference.

### **B. NON-DISCRIMINATION ORDINANCE**

The Corporation shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. The Corporation shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Corporation understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Corporation and any subcontractors, vendors and suppliers.

### **C. COMPLIANCE INVESTIGATIONS**

Upon the City's request, the Corporation agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Corporation has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Corporation for each subcontract or supply contract. The Corporation further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's NONDISCRIMINATION IN CONTRACTING ORDINANCE (Municipal Code sections 22.3501-22.3517.) The Corporation understands and agrees that violation of this clause

shall be considered a material breach of this Agreement and may result in remedies being ordered against the Corporation up to and including contract termination, debarment, and other sanctions for violation of the provisions of the NONDISCRIMINATION IN CONTRACTING ORDINANCE. The Corporation further understands and agrees that the procedures, remedies and sanctions provided for in the NONDISCRIMINATION ORDINANCE apply only to violations of said NONDISCRIMINATION ORDINANCE.

#### **ARTICLE XIX - STORM WATER POLLUTION PREVENTION**

The Corporation and each of its subcontractors shall comply with the Storm Water Management And Discharge Control ordinance, San Diego Municipal Code section 43.0301, which is attached hereto as Exhibit B and incorporated herein by this reference, in performing or delivering services in the District regardless of location.

#### **ARTICLE XX - DRUG-FREE WORKPLACE**

The Corporation agrees to comply with the City's Drug Free Workplace requirements. Every person or organization awarded a contract by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace. Any subcontract entered into by the Corporation pursuant to this Agreement shall contain this provision.

#### **ARTICLE XXI - AMERICANS WITH DISABILITIES ACT**

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that it is aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally-mandated Americans with Disabilities Act ("ADA"). Contractors and subcontractors will be individually responsible for their own ADA program.

#### **ARTICLE XXII - EMPLOYMENT OF CITY STAFF**

This Agreement may be unilaterally and immediately terminated by the City if the Corporation employs any individual, who, within twelve (12) months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Corporation for this project.

#### **ARTICLE XXIII - MISCELLANEOUS PROVISIONS**

##### **A. MUNICIPAL POWERS**

Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

**B. CALIFORNIA LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. The Corporation covenants and agrees to submit to the personal jurisdiction of any state court in the City of San Diego, State of California for any dispute, claim or matter arising out of or related hereto.

**C. INTEGRATED AGREEMENT**

This Agreement including Attachments and/or Exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged herein. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the City and the Corporation.

**D. SEVERABILITY**

The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal.

**E. WAIVER**

The failure of the City to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

**F. HEADINGS**

All headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

**G. COUNTERPARTS**

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.

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IN WITNESS WHEREOF, this Agreement executed by City of San Diego acting by and through its City's Mayor and by the Corporation pursuant to Resolution No. \_\_\_\_\_.

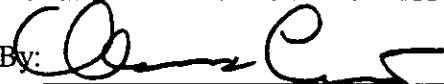
Dated the 6<sup>th</sup> day of June, 2008.

THE CITY OF SAN DIEGO

By: \_\_\_\_\_  
Mayor or Designee  
City of San Diego

Date: \_\_\_\_\_

CENTRAL COMMERCIAL DISTRICT  
REVITALIZATION CORPORATION

By: 

Marshall Lewis, Secretary

Date: 6 Jun 08

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_  
day of \_\_\_\_\_, 2008

MICHAEL J. AGUIRRE, City Attorney

By: \_\_\_\_\_

Kimberly Kaelin  
Deputy City Attorney

**LIST OF EXHIBITS**

- A. Equal Opportunity Contracting Program [EOCP] Consultant Requirements
- B. Storm Water Prevention Program
- C. Conflict of Interest and Procurement Policy for Nonprofit Corporations Contracting with the City of San Diego

**EXHIBIT A****EQUAL OPPORTUNITY CONTRACTING PROGRAM [EOCP]  
CONSULTANT REQUIREMENTS****CONTENTS:**

- A. City's Equal Opportunity Commitment
  - B. Equal Opportunity Agreement
  - C. Consultant Work Force
  - D. Equal Employment Opportunity Plan
  - E. Listing of Subconsultants
  - F. Sub consultant Participation Level
  - G. Definitions
  - H. Certification
  - I. Contract Activity Reports
- A. The City of San Diego is strongly committed to equal opportunity in solicitation of professional service consultants. The City encourages prime consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.  
Consultant shall comply with requirements of San Diego Ordinance No. 18173, Section 27.2701 through 22.2708, Equal Employment Opportunity Outreach Program [see Attachment 1].
- B. All proposers shall sign, submit with proposal package, and agree to be bound by the *Equal Opportunity Agreement* [see Attachment 2].
- C. Consultant Work Force
- 1. Prior to award of contract, successful proposer must submit to the City's EOCP office a *Work Force Report* [see Attachment 3] or an *Equal Employment Opportunity [EEO] Plan*.
  - 2. If under representations are noted in the *Work Force Report* when compared to County Labor Force Availability data, Consultant will be requested by EOCP staff to submit an *Equal Employment Opportunity Plan*.
- D. An acceptable *Equal Employment Opportunity Plan* must include at least the following assurances that:
- 1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the contractor's employees are assigned to work;

2. A responsible official is designated to monitor all employment related activity to ensure the company EEO Policy is being carried out and to submit reports relating to EEO provisions;
3. The Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant Association's and other business Association's;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;

13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary Association's which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant Association consultant/community professional Association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

#### E. Listing of Subconsultants

1. Proposer shall submit a *Subconsultants List* [see Attachment 4] indicating Scope of Services, percentage of contract, dollar amount of contract, certification status, and where certified.
2. Subconsultants and vendors must be named on the *Subconsultants List* if they receive more than \$10,000 or more than one-half of one percent [.5%], whichever amount is less.
3. Proposer shall also submit subconsultant commitment letters on subconsultant letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, Scope of Services, and percent of participation in the project.

#### F. Subconsultant Participation Level

1. Projects valued at \$25,000 or more have a voluntary subconsultant participation level goal of 15%. Goals are achieved by contracting with any combination of



Minority Business Enterprise [MBE], Women Business Enterprise [WBE], Disadvantaged Business Enterprise [DBE], Disabled Veteran Business Enterprise [DVBE], or Other Business Enterprise [OBE] level.

2. Attainment of the 15% subconsultant participation level goal is strongly encouraged but strictly voluntary.
3. If the subcontractor participation level goal of 15% is not achieved, proposer is required to complete an *Outreach and Teaming Survey* [see Attachment 5] and submit it to:

City of San Diego Equal Opportunity Contracting Program [EOCP]  
1010 Second Avenue, Fifth Floor  
San Diego, CA 92101  
Phone (619) 533-4464 · Fax (619) 533-4474

The *Outreach and Teaming Survey* is due to EOCP five working days from date of notification of selection and must be received prior to award of contract. Survey information will be used by EOCP staff to assist consultants with achieving subconsultant participation level goals on future City contracts.

#### G. Definitions

1. Certified “**Minority Business Enterprise**” [MBE] means a business which is at least fifty-one percent [51%] owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.
2. Certified “**Women Business Enterprise**” [WBE] means a business which is at least fifty-one percent [51%] owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, one or more women.
3. Certified “**Disadvantaged Business Enterprise**” [DBE] means a business which is at least fifty-one percent [51%] owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

4. Certified "**Disabled Veteran Business Enterprise**" [DVBE] means a business which is at least fifty-one percent [51%] owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).
5. "**Other Business Enterprise**" [OBE] means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

#### H. Certification

1. The City of San Diego is a signatory to a Memorandum of Understanding [MOU] with the California Department of Transportation [CALTRANS], and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:
  - a. Current certification by the City of San Diego as MBE, WBE, or DBE;
  - b. Current certification by the State of California Department of Transportation [CALTRANS] as MBE, WBE or DBE;
  - c. Current *interim certification* as MBE, WBE or DBE by any member agency of the San Diego Joint Agency Contracting Opportunities Task Force [JACO: County of San Diego, San Diego Unified Port District, San Diego County Water Authority, San Diego City Schools, San Diego Association of Governments, Metropolitan Transit Development Board, or the City of San Diego]; or
  - d. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.
2. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business, (916) 322-5060.
- I. To permit monitoring of compliance, successful proposer shall submit to EOCP *Contract Activity Reports* [see Attachment 6] reflecting work performed by subconsultants.

ATTACHMENTS:

- 1 San Diego Municipal Ordinance No. 18173, Section 22.701 through 22.2708
- 2 Equal Opportunity Agreement
- 3 Work Force Report
- 4 Subconsultants List
- 5 Outreach and Teaming Survey
- 6 Contract Activity Report
7. Consultant Certification for a Drug-Free Workplace  
Attachment a Consultant Evaluation Form

**DIVISION 27  
EQUAL EMPLOYMENT OPPORTUNITY  
OUTREACH PROGRAM**

ATTACHMENT (1)

**§ 22.2701 Purpose and Intent**

The overall objective of the City's Equal Employment Opportunity ("EEO") Program is to ensure that contractors doing business with or receiving funds from the City will not engage in unlawful discriminatory employment practices prohibited by State or Federal law. Such employment practices include, but are not limited to, the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

**§ 22.2702 Definitions**

Unless stated otherwise, the following definitions apply to this Division:

"City" means The City of San Diego and those agencies, boards, commissions and corporations authorized to act on behalf of, or as an agent for, the City of San Diego.

"Contract" means an agreement to provide labor, materials, supplies or services in the performance of a contract, franchise, concession or lease granted, let or awarded by or on behalf of the City.

"Contractor" means any person, firm, partnership, corporation, or combination thereof, who is selected to enter into, or actually enters into a contract with department heads and officers empowered by law to enter into contracts on behalf of the City for public works or improvements to be performed, or for a franchise, concession or lease of property, or for goods, services or supplies to be purchased, at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of, or collected by, the City.

"Equal Employment Opportunity Plan" means a document prepared by a contractor in accordance with a form and format supplied by the City which describes the contractor's plan of action.

"Gender" means the character of being male or female.

"Program Manager" means the Program Manager for the City's Equal Opportunity Contracting Program or his or her designee.

"Work Force Analysis" means a comparison of a contractor's Work Force Report with applicable County Labor Force Availability data.

"Work Force Report" means a report, in a format supplied by the City but compiled by the contractor, of the contractor's total work force which indicates the number of males and females in each identified ethnic group by occupational category.

**§ 22.2703 Scope**

Except as provided in Section 22.2704, this Division applies to all contractors except:

(a) Contractors and subcontractors who do less than a total of \$10,000 worth of business with the City during the preceding twelve (12) months or who have less than a total of fifteen (15) employees, except that contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are occurring.

(b) Contracts to which any city (other than The City of San Diego), county, district or other political subdivision, or any joint powers authority created under authority of law, or other public entity, or any other group or combination of the foregoing acting as a unit, is a party.

(c) Nonprofit charitable, educational, or religious Association's or corporations, as evidenced by records on file with the City to be compiled for purposes of this Division in accordance with procedures established by the City's Mayor.

(d) Emergency contracts, if a written partial or full waiver is granted by the City's Mayor except that contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are occurring. The City's Mayor may grant a partial or full waiver from the requirements of this Division for an emergency contract only to the limited extent necessary in order to expedite the award of such contract. For purposes of this Section, the term "emergency" has the same meaning as in San Diego City Charter, Section 94.

**§ 22.2704 Mandatory Nondiscrimination Contract Clause**

Notwithstanding the provisions of Section 22.2703, every contract shall contain a nondiscrimination clause which shall read as follows:

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime contractors shall ensure that their subcontractors comply with this Program. Nothing in this Section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

**§ 22.2705 Duty to Submit Reports**

(a) If a contract is competitively solicited, after the lowest responsible bidder has been determined and prior to the execution of the contract, the apparent low bidder shall submit to the Equal Opportunity Contracting Program a Work Force Report, on a City form, or an Equal Employment Opportunity Plan approved by the Program Manager.

If a contract is not competitively solicited, the contractor shall submit to the Equal Opportunity Contracting Program a Work Force Report or an Equal Employment Opportunity Plan approved by the Program Manager prior to tendering the signed contract documents to the City for signature.

(b) Staff will conduct a work force analysis on all Work Force Report submittals to determine whether or not an Equal Employment Opportunity Plan is required. If an Equal Employment Opportunity Plan is required, the contractor will submit a Plan for approval by the Program Manager.

(c) Any Equal Employment Opportunity Plan approved by the City shall not include quotas, goals or timetables for increasing women and minority employment and will not require terminating or laying off existing employees.

(d) If the apparent low bidder or contractor does not submit either a Work Force Report or Equal Employment Opportunity Plan as required by this Section, for purposes of awarding the contract only, the City's Mayor will ensure an administrative hearing is conducted by an independent hearing officer to determine if the contract should be awarded in accordance with City, State, and Federal law.

**§ 22.2706 Duty to Comply with Equal Employment Opportunity Plan**

A contractor for whom an Equal Employment Opportunity Plan has been approved by the City shall use best efforts to comply with that Equal Employment Opportunity Plan.

**§ 22.2707 Reviews**

(a) The Program Manager shall conduct periodic reviews of contractors to ensure that unlawful discrimination is not being practiced and Equal Employment Opportunity Plans are implemented.

(b) If the City's Mayor determines, after review, that the contractor has not implemented their Equal Employment Opportunity Plan and/or practices unlawful discrimination and corrective action has not occurred by the contractor after sufficient notice, the City's Mayor may recommend termination of the contract and debarment to the City Council.

**NON-DISCRIMINATION CLAUSE:** Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall ensure that its subcontractors comply with the City of San Diego's Equal Employment Opportunity Program.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO):** Contractor has received, read, understands and agrees to be bound by the City of San Diego *Municipal Code*, Chapter II, Article 2, Division 27 (Equal Employment Opportunity Program) provided with the proposal package.

Contractor has submitted either a *Work Force Report* or an *Equal Employment Opportunity Plan* as required by Section 22.2705 of the City of San Diego *Municipal Code*.

City and Contractor agree that compliance with EEO provisions will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program (EOCP) staff.

**EQUAL OPPORTUNITY CONTRACTING:** Contractor has received, read, understands and agrees to be bound by the Equal Opportunity Contracting Program requirements described in the proposal package.

If requested, Contractor shall submit the *Outreach and Teaming Survey*. Contractor agrees to provide updated reports as requested by the City.

Contractor agrees to insert equal opportunity compliance language in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

Project Name: \_\_\_\_\_ Bid No.: \_\_\_\_\_

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Authorized Signature Name

(Revised 2/98)

**OUTREACH AND TEAMING SURVEY  
CONSULTANTS****Prime:****Project Title:****Original Contract:** ☐ Yes ☐ No **Amendment No:** \_\_\_\_ **Change Order No:****Job Order No:** \_\_\_\_\_ **Bid No:**

Submit this *Outreach and Teaming Survey* within five (5) working days after date of notification of your firm's selection and return to:

**City of San Diego, Equal Opportunity Contracting Program (EOCP)**

**1010 Second Avenue, Suite 500**

**San Diego, CA 92101**

**FAX: (619) 533-4474**

The City of San Diego encourages subconsulting activity at levels reflecting the diversity of the City's population. Information from this survey will be used by EOCP staff to monitor successful outreach and teaming strategies used by consultants to ensure non-discrimination on City projects. Levels of participation shall not impact a consultant's ability to receive this contract or submit proposals for future contracts.

*Please respond to the following questions (if necessary, attach additional pages):*

1. Did your firm identify a need to utilize subconsultants on this project? If so, which specific scopes of work were targeted for subconsulting?
2. Describe your firm's overall strategy to outreach and team on this project. Did you negotiate? Did you invite bids? Did you make the project plans and specifications available?

**OUTREACH AND TEAMING SURVEY** (continued)

3. If you invited sub-bids, identify each of the sub-bidders by scope of work and their bid amounts. How much time were sub-bidders given to respond?
  
4. Did your firm advertise the subconsulting opportunities of this project in any publication? Which publications? What dates? Attach copies of published ads. What other outreach efforts did you employ?
  
5. Did you use any type of directory or database to identify potential subconsultants? If so, which ones?

**This survey will be submitted as part of the contract award evaluation package to the San Diego City Council.** Failure to complete, sign and submit this form or a facsimile **within the five (5) day period** after date of notification may result in a loss of the contract based upon non-responsiveness.

*As an authorized officer of this company, I certify that information contained in this report is true and accurate to the best of my knowledge.*

\_\_\_\_\_  
 \_\_\_\_\_ Company Name  
 \_\_\_\_\_  
 \_\_\_\_\_ Name  
 \_\_\_\_\_  
 \_\_\_\_\_ Signature

|                                      |             |   |          |
|--------------------------------------|-------------|---|----------|
| ****FOR OFFICIAL USE****             |             |   |          |
| (To Be Completed By City Staff Only) |             |   |          |
| Total: \$                            | M/W/DBE: \$ | % | DVBE: \$ |
|                                      |             |   | %        |
|                                      |             |   | OBE: \$  |
|                                      |             |   | %        |

**ATTACHMENT (6)**

007692

**CONTRACT AMOUNT:** \_\_\_\_\_ **INVOICE PERIOD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

[illegible]



**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE****PROJECT TITLE:**

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

---

Name under which business is conducted

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

000694

ATTACHMENT a

CONSULTANT EVALUATION FORM

**§43.0301 Purpose and Intent**

The purposes of this Division are to further ensure the health, safety and general welfare of the citizens of the City of San Diego by controlling Non-Storm Water Discharges to the Storm Water Conveyance System; by eliminating discharges to the Storm Water Conveyance System from spills, dumping, or disposal of materials other than Storm Water; and by reducing Pollutants in urban Storm Water discharges to the maximum extent practicable. The intent of this Division is to protect and enhance the water quality of our watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Water Pollution Control Act [Clean Water Act, 33 U.S.C. section 1251 et seq.] and National Pollutant Discharge Elimination System [NPDES] Permit No. CA0108758, as amended.

**CONFLICT OF INTEREST AND PROCUREMENT POLICY  
FOR NONPROFIT CORPORATIONS CONTRACTING  
WITH THE CITY OF SAN DIEGO**

Purpose

It is important for the City and its citizens to have confidence in the integrity of nonprofit corporations which contract with the City to provide services and administer programs, and which receive funding from or through the City. Officers, directors, members, committee members, staff and volunteers of these nonprofit organizations shall avoid taking actions that give the appearance of being motivated by private gain. They should perform their duties in an impartial manner, free from bias caused by their own financial interest or the financial interests of persons who have supported them. The appearance of a conflict of interest is created by the selection, recommendation, or specification of a product, supplier or subcontractor with whom the representative of the nonprofit has a direct or indirect financial, organizational or family interest or relationship. It is the intent of the City to incorporate this policy governing conflicts of interest and procurement of goods and services into the City's contracts with such associations, and to require compliance with this policy as a contract obligation.

This policy is not intended to supersede, negate or otherwise invalidate any statute, ordinance or policy, but is intended to supplement existing authorities governing these subjects.

Conflict of Interest Standard - Contracts or Transactions

All nonprofit mutual benefit corporations and nonprofit public benefit corporations contracting with the City are subject to the following conflict of interest standard, which is based on the conflict of interest provisions of the California Corporations Code:

No contract or transaction may be entered into by the corporation if one of its officers, directors, committee members, staff members or volunteers has a material financial interest in the contract or transaction, except in the following circumstances:

1. The action by the board is one fixing the compensation of a director or officer of the corporation; or
2. All of the following conditions are met:
  - (a) The material facts as to the transaction and as to the party's interest are fully disclosed or known to the members, board or committee voting on the matter.
  - (b) The contract or transaction is approved by the members, board or committee in good faith, by a vote sufficient without counting the vote of the interested party or parties.
  - (c) Any membership owned by the interested party abstains from voting on the matter.

- (d) The contract or transaction is just and reasonable to the corporation at the time it was authorized, approved or ratified.
  - (e) The interested party shall not actively participate in the decision about the transaction or contract, except to answer questions or provide a broad explanation.
  - (f) The action is recorded in meeting minutes, noting which members voted, how the members voted, and identifying any members who abstained from voting.
3. A committee or person authorized by the board approved the transaction consistent with the standards in section 2 above, it was not reasonably practicable to obtain approval of the board prior to entering into the transaction, and the board ratified the action at its next meeting by a majority vote of the directors, without counting the vote of the interested party or parties.

#### Contracts or Transactions Involving Transient Occupancy Tax (TOT) Funds

In the case of contracts or transactions involving TOT funds, no employee, agent, officer or consultant to the organization who is involved in the decision making process or who has access to inside information may obtain a financial benefit from the contract or transaction, unless approval is obtained in writing from the contract administrator.

#### Economic Disclosure

Upon request by the City, a director or voting member of a nonprofit corporation contracting with the City shall disclose information to the City about his or her financial interests and business affiliations which may be affected by decisions of the corporation related to the corporation's contract with the City.

#### Board Roster

All nonprofit corporations contracting with the City shall provide, within 30 days of execution of an agreement, a list of the names of all board members, their business affiliations, and a signed acknowledgment form indicating that they have received a copy of the Conflict of Interest Policy and that they have read and understand the Policy. In the event that the board membership changes, the corporation shall provide the City with an updated list and a signed acknowledgment, within 30 days of the change.

#### Procedures for Procurement of Goods and Services

All procurement of goods and services by nonprofit associations contracting with the City, which receive funding from or through the City, shall comply with the following standard:

- 1. Expenditures less than \$5000 from a single contractor in a 12 month period:
  - ▶ No competitive procurement process is required.

2. Expenditures of between \$5000 and \$25,000 from a single contractor in a 12 month period:
  - ▶ Obtain three written price proposals or demonstrate why three bids could not be obtained.
  - ▶ Present price proposal information to full board for approval of contract or transaction.
  - ▶ Record the action taken in the meeting minutes, and keep the written price proposals on file.
  
3. Expenditures of more than \$25,000 for goods and/or services from a single contractor in a 12 month period:
  - ▶ Draft a Request for Proposals describing the services or goods required, and requesting information from prospective contractors regarding relevant qualifications and a price proposal.
  - ▶ Publish a notice of the intent to seek proposals for the goods or services in a newspaper or newspapers of general circulation in the City.
  - ▶ Screen all submitted proposals and prepare short list of finalists for consideration by the board for approval. Finalists for a contract or transaction involving expert or professional services shall be interviewed by a screening committee or by the board prior to a final selection being made.
  - ▶ Record action taken by the board in meeting minutes and keep the proposals received on file.
  - ▶ After board approval, execute a contract in writing with the subcontractor or vendor, and submit a copy of the contract to the City.

#### Remedies

A violation of any provision of this policy shall be grounds for termination of the corporation's agreement with the City, and/or removal of the director or member of the corporation from his or her position with the corporation. A agreement, contract or transaction entered into in violation of the conflict of interest and procurement provisions of this policy shall be void and unenforceable, and shall not entitle the corporation or the contractor to any reimbursement or payment for goods or services provided pursuant to the void contract. A corporation and/or its director or member who violates this policy shall be subject to civil liability to the City for any damages caused as a result of the violation.

**MAINTENANCE AGREEMENT BETWEEN THE CITY OF SAN DIEGO  
AND THE CITY HEIGHTS BUSINESS ASSOCIATION**

THIS MAINTENANCE AGREEMENT "Agreement" is made and entered into by and between the City of San Diego, a municipal corporation, herein called "City", and the City Heights Business Association, a non-profit corporation, herein called "Association".

**RECITALS**

WHEREAS, the City desires to retain the services of the Association to provide administration of the maintenance services to City Heights Maintenance Assessment District, herein called "District"; and

WHEREAS, the boundaries of the District are generally defined as follows: along University Ave corridor from I-805 to 50<sup>th</sup> Street. Short segments of 37th St., Central Ave., 43rd St., and Fairmount Ave are also included in the proposed District;

WHEREAS, the Association has provided a petition to the City representing at least a majority of the property owners in the District, weighted by the dollar amount of their assessments in the District, in support of the Association's role to assume the responsibility for administration of Contracts for Goods and Contracts for Services (as these terms are defined in San Diego Municipal Code 65.0202) for the District for a period of one year in accordance with the San Diego Municipal Code section 65.0212.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for other valuable consideration which is hereby acknowledged, the City and the Association hereby agree as follows:

**ARTICLE I - SCOPE OF SERVICES**

**A. GENERAL SERVICES**

1. The Association shall provide: administration of the Contracts for Goods and Contracts for Services and prepare financial statements for the District in connection with provisions of the "Maintenance Assessment Districts Ordinance" (being Division 2, Article 5, Chapter VI, beginning at section 65.0201 of the San Diego Municipal Code), and the provisions of the "Landscaping and Lighting Act of 1972" (being Part 2 of Division 15 of the California Streets and Highways Code), for services to the District as set forth in the engineer's report "Engineer's Report" for the District.
2. The Association shall perform all duties and services specifically set forth herein as reasonable and necessary to accomplish the intent of this Agreement in a manner consistent with the standards outlined in this Agreement.

**B. SPECIFIC REQUIREMENTS**

1. The Association at a minimum, shall provide the following maintenance standards within the boundaries of the District as described for each Zone in the Engineer's Report and to the extent that such standards are consistent with the budget afforded for such maintenance services:
  - (a) Litter Control. All litter will be removed from right-of-way sidewalks, curbs, gutters and landscaped areas. All trash removed will be picked up by a commercial trash disposal company or be disposed of at a City-approved waste site.
  - (b) Public Health and Sanitation. Any conditions which pose health and sanitation hazards will be removed within twenty four (24) hours after discovery in the District's public rights-of-way.
  - (c) Illegal Dumps. All illegal dumps of trash and personal property in the public right-of-way will be removed within three (3) days after discovery.
  - (d) Graffiti Control. All graffiti shall be promptly covered or removed from the public right-of-way. Being mindful of the importance of quick removal as a means of discouraging repetition of the graffiti, the Association will use its best efforts to act within twenty-four (24) hours of discovery. Graffiti observed on private property shall be reported for removal to the City's Neighborhood Code Compliance Department / Graffiti Control Program (619-525-8522).
  - (e) Sidewalk Safety Hazards (Ongoing)  
All sidewalk safety hazards which are observed in the course of providing enhanced maintenance services, as described in this Agreement (including damaged meter boxes and street vaults), shall be barricaded immediately and then, immediately following barricading, reported for repair to the City's General Services Department: Street Division. If an unsafe sidewalk condition exists and is reported to the City's Street Division (at 619-527-7500 OR go to [www.sandiego.gov](http://www.sandiego.gov) and select Request a Street Repair – either means of reporting provides a “standard notification number” confirming that the report was made and received), the City will take action to temporarily mitigate the potential hazard and notify abutting property owners of their responsibility to permanently repair/replace the sidewalk. The Association shall have no obligation to repair or otherwise protect against such conditions, and shall have no liability to the City or any third party for claims or loss related to such conditions, except to the extent the condition is directly caused by the negligence or willful misconduct of the Association, its employees or agents or if the observed condition is not immediately barricaded and reported as required in this provision.



- (f) Lighting Service. All street light lamps observed to be out or street light poles which have been damaged will be reported immediately upon discovery for repair to the City's Transportation Department / Electrical Section, General Information and Service Requests, Street Light and Traffic Signal Maintenance (619-527-8056).
  - (g) Tree Maintenance. The Association shall provide notice to the City of any planting of trees with Maintenance Assessment District funds, together with the specific location of such trees and the date of planting, and will thereafter maintain such trees in a manner which promotes healthy tree growth, including, but limited not to, watering, trimming and fertilization. Any such trees that present an immediate safety hazard or have potential for private property damage shall be trimmed or removed upon discovery.
  - (h) Security. The Association shall provide enhanced security services as described in the engineer's report for the City Heights Maintenance Assessment District.
2. The Association shall conduct on-site inspections of all work done in the District and shall submit a report to the City indicating that such on-site inspections have been completed.
  3. City staff shall conduct four (4) District inspections per year to evaluate compliance with the above referenced maintenance standards. A City inspection report shall be supplied to the Association requiring less than thirty (30) calendar days to correct any deficient standard reported. The inspections will be completed by City staff every 3 months.
  4. The Association shall be responsible for responding, in writing, to the City regarding District maintenance complaints received by the City.
  5. The Association shall provide at least one (1) noticed meeting with the property owners within the District annually and attempt to meet on a regular basis with the relevant planning group or property owners within the District. The regular meeting shall be used to finalize plans and specifications for improvements and maintenance as described in the Engineer's Report, evaluate the performance of any maintenance contractor, and advise the Association regarding the improvements and regular maintenance as described in the Engineer's Report for the District. For the regular meeting, the Association shall use its best efforts to contact either orally or in writing the City, the relevant community planning group or designated property owners' representatives of the District, and community newspapers, if available.
  6. The Association shall submit to the City no later than March 1 of each year a District approved, line-item budget for the upcoming Fiscal Year. This proposed

budget for services in the District will be included in the City Heights Maintenance Assessment District Engineer's Report each year.

7. The Association shall maintain a separate set of books and records for costs associated with the Association's responsibilities under this Agreement for annual audit at the expense of the District. All records shall be made available for inspection and photocopying by the City upon reasonable notice. The City's rights with respect to such records are further governed by the provisions of Article V of this Agreement. The Association shall maintain such books and records for a period of three (3) years following completion of this Agreement.

## **ARTICLE II - SERVICES PROVIDED BY THE CITY**

### **A. BUDGET**

1. The City shall carry out all actions reasonably necessary for processing the annual budget for maintenance of the District.
2. The City shall review the Association's proposed maintenance operations in processing the annual budget for the District.
3. The City may amend line items in the annual budget upon a written request from the Association, as long as the amendments would not increase the total amount authorized for reimbursement to the Association.

### **B. SERVICES**

1. The City shall conduct at least four (4) on-site inspections of the District during the period of this Agreement. In the event the City determines from such inspections that the District is not being properly administered by the Association, a report of such findings will be presented first to the Association, and, if not satisfactorily corrected within thirty (30) calendar days will then be presented to the City Council.
2. The City shall reserve the right to deploy its public safety personnel in a manner which, in the City's sole discretion, best serves the needs of the public. Further, nothing in this Agreement shall be deemed to abrogate or waive the provisions of California Government Code section 845.
3. The City shall coordinate the collection of assessments with the County of San Diego and provide administrative services, general assistance and information to the Association.

**ARTICLE III - COMPENSATION AND REIMBURSEMENT****A. INVOICES**

1. The Association shall submit monthly reimbursement requests to the City. The City shall reimburse the Association from District funds within thirty (30) working days of receipt of a proper reimbursement request. The request must include both a Trial Balance and Summary of Expenses as of the period claimed. The Summary of Expenses shall detail expenses by expenditure category and line item as reflected in the approved District budget.
2. All invoices shall include the names and rates of pay for contracted personnel who have performed services on behalf of the District, the hours worked, and details of any reasonable and necessary out-of-pocket expenses.

**B. COMPENSATION**

1. The Association shall be compensated for its services pursuant to this Agreement solely by the terms of this Section 3 (B). The Association shall be authorized to add to the reimbursement requests made under this Article III an additional fifteen percent (15%) of the total amount actually expended by the Association for the wages, salaries and benefits of employees only to the extent such salaries compensate for activities directly undertaken for the administration of the District, as "Administrative Overhead." The Association shall not be authorized to include charges for Administrative Overhead in connection with any of the following expenses: (1) monies expended for the purchase of goods or supplies; (2) sums paid to third party contractors for the preparation of the assessment Engineer's Report; (3) general business expenses such as office rent, office equipment, accounting and auditing expenses, insurance premiums, copying, printing, or postage fees. The Association shall not be authorized to include charges for Administrative Overhead on any amounts paid by the Association that contain any administrative charges by the billing entity. If the Association enters into any contracts with third parties for the performance of any of Association's duties under this Agreement and any such contract includes an administrative charge, the Association shall not be entitled to receive Administrative Overhead reimbursements for their own administration activities related to the work performed by third party contractors.
2. Administrative overhead reimbursement to the Association shall be limited to the lesser of (1) \$45,314 (or \$3,776.16 per month) over the life of this Agreement, or (2) 15 percent (15%) of the estimated assessment revenues in the District, which ever amount is smaller.
3. The City shall be reimbursed the greater of \$12,083 or four percent (4%) of annual assessments for administrative services associated with the annual budget processing, property tax enrollment and collections, professional engineering services, on-site inspections, and audit services from the District budget.

**C. ADVANCES**

1. Upon a written request from the Association, the City may make a cash advance of two months of working capital to the Association based on the District's monthly cash flow budget requirements related to the approved District budget. If the District reserves are not adequate to cover the working capital advance request, an advance will be based on available cash at the time of the request.
2. The advance will be returned on or before the termination of this Agreement as either a reduction of the final reimbursement request or a transfer of funds from the Association.

**D. SUSPENSION OF PAYMENT.**

1. If the Association fails to perform any of its obligations as set forth in this Agreement, the City shall have the right to suspend the payment of Administrative Overhead fees to the Association pursuant to Article III until such time as the Association is in compliance with the terms hereof. If, as a result of Association's failure to perform, the City elects to withhold payment hereunder, the City shall give Association written notice of its intention to suspend payment of Administrative Overhead fees until Association has cured its noncompliance herewith. Such notice shall provide Association with a description of the failure to perform upon which the City has based its suspension of payment hereunder. Upon the performance by the Association of its obligations under this Agreement, the City shall resume payments of Administrative Overhead to the Association in conformance with the terms of Article III as set forth above.

**ARTICLE IV - EFFECTIVE DATE AND TERM**

This Agreement shall be effective from July 1, 2008 through June 30, 2009, and continue until completion of the scope of services, or upon written notice of cancellation, but in no event shall it exceed one (1) year. This Agreement may be renewed each year at the City's sole option.

**ARTICLE V - DOCUMENTS, RECORDS AND REPORTS****A. OWNERSHIP OF DOCUMENTS**

1. Once the Association has been compensated for services performed, all documents, including, but not limited to reports, and maps prepared in connection with or related to the scope of services, shall be the property of the City.
2. The City's ownership of these documents includes all incidental rights, whether or not the work for which they were prepared has been performed.

3. Article V, Section A shall apply whether the Agreement is terminated by the completion of the services, by the expiration of this Agreement under Article IV, or in accordance with other provisions of this Agreement.
4. Notwithstanding the foregoing, the Association shall have the right, at its sole cost, to make copies of the documents.

**B. AUDIT AND INSPECTION OF RECORDS**

1. At any time during normal business hours and as often as the City deems necessary, the Association and any or all subcontractors shall make available to the City for examination at reasonable locations within the City/County of San Diego all data and records relating to all matters covered by this Agreement. The Association and all subcontractors will permit the City to make audits of all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered in this Agreement.
2. The Association and subcontractors shall maintain such data and records for a period of three (3) years following receipt of the final payment of this Agreement. With respect to receipts, canceled checks, and other evidence of payments for which the Association is reimbursed by the City pursuant to this Agreement, the Association shall maintain such documentation at its principal place of business in the City of San Diego for the required period of time. With respect to all other records covered by this Article V, Section B, if the Association does not make them available within the City of San Diego, then the Association shall pay all City's travel related costs to audit records associated with this Agreement where records are maintained.

**C. FINANCIAL REPORTS**

The Association shall provide an audited financial statement of the District within ninety (90) days after the end of its fiscal year. The financial statements must be prepared in accordance with Generally Accepted Accounting Principles and audited by an independent Certified Public Accountant (CPA) in accordance with Generally Accepted Auditing Standards (GAAS). The statements must include a Statement of Expenditures of the District's funds identified in the same expenditure classifications as contained in the City's final budget and show a comparison to the budget amounts, and a Statement of Compliance with the terms of this Agreement signed by the Association. Failure to comply with these requirements could result in suspension of any current payments or possible future funding.

## ARTICLE VI - TERMINATION

### A. CITY'S RIGHT TO TERMINATE FOR DEFAULT

1. If the Association fails to perform or adequately perform any obligation required by this Agreement, the Association's failure shall constitute a default. The City's Mayor or designee shall promptly give the Association written notice of the occurrence of the default, and shall allow the Association thirty (30) days thereafter to cure the default, or to submit a written plan of action to cure such a default within a reasonable and safe period of time thereafter. Failure to cure the default or timely submit the plan of action within the thirty-day period, or failure to adhere to the plan of action, shall entitle the City Council to terminate this Agreement in accordance with San Diego Municipal Code section 65.0212.
2. Notwithstanding the foregoing, if the nature of the default could endanger the public's health and safety, the Association shall cure the default within twenty-four (24) hours of receipt of notice of the default and application of this Article IV, Section A of the Agreement. If the Association fails to actually and timely cure the default, then the City Council may, in its sole and absolute discretion, terminate this Agreement.

### B. NOTICE

1. The City Council may terminate this Agreement with the Association at any time provided:
  - (a) a public hearing is held on the City's intention to terminate this Agreement with the Association;
  - (b) the Association is provided thirty (30) calendar days' notice of the public hearing on the City's intention to terminate this Agreement;
  - (c) a notice of the public hearing is mailed at least fifteen (15) calendar days prior to the public hearing to each property owner within the District; and
  - (d) the City Council determines at the conclusion of the public hearing that it is in the best interests of the District to terminate this Agreement with the Association.
2. Upon termination of this Agreement, the City shall resume administration of Contracts for Goods and Contracts for Services for the District as defined in San Diego Municipal Code section 65.0202. The Association shall transmit to the City all funds, books, records, data, equipment and other assets of the District no later than thirty (30) calendar days after receipt of written notice of termination. Until the actual transfer of these assets is complete, the Association shall continue to administer the Contracts for Goods and Contracts for Services for the District so that there is no interruption in or loss of service to property owners within the

District. The Association may be entitled to permitted costs during such period as set forth in Article III.

**C. CITY'S RIGHT TO TERMINATE FOR BANKRUPTCY OR ASSIGNMENT FOR THE BENEFIT OF CREDITORS**

If the Association files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon the Association, immediately cancel and/or terminate this Agreement, and terminate each and every right of the Association, and any person claiming any rights by or through the Association under this Agreement.

**D. NO WAIVER OF OTHER REMEDIES**

The rights and remedies of the City enumerated in this Agreement are cumulative and shall not limit the City's rights under any other provision of this Agreement or the San Diego Municipal Code, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Association.

**E. ASSOCIATION'S RIGHT TO TERMINATE**

If the Association wishes to terminate this agreement, a written notice of termination must be issued within ninety calendar days (90). The Association shall transmit to the City all funds, books, records, data, equipment and other assets of the District no later than ninety (90) calendar days of issuance of written notice of termination. Until the actual transfer of these assets is complete, the Association shall continue to administer the Contracts for Goods and Contracts for Services for the District so that there is no interruption in or loss of service to property owners within the District. The Association may be entitled to permitted costs during such period as set forth in Article III.

**ARTICLE VII - INDEPENDENT CONTRACTOR AND DISTRICT MANAGEMENT**

**A. DELEGATION OF DUTIES**

The Association is an independent contractor representing the owners of properties in the District. The Association will oversee the administration of the District activity through the engagement of one or more contractors to provide routine maintenance services to include trash collection and disposal, graffiti removal, repair, landscaping and lighting improvements. Accordingly, the Association duties specified in this Agreement may not be delegated by the Association without the prior written consent of the City.

**B. PRINCIPAL**

1. The Association agrees that one of its designated officers shall be the primary contact for the purposes of this Agreement. Association shall coordinate the

Association's activities for the engagement and shall participate in all phases of the engagement. In order to simplify invoice processing, it is agreed that the Association's designated officer will act as billing agent for work provided by the Association.

2. The Association's management of the services of this Agreement is of substantial concern and importance to the City, requiring coordination with City services. The quality of performance will reflect on the City and its management. Accordingly, the City requires Association to inform the City on a regular basis of any changes in the Officers of the Association and of the identity of its subcontractors and their areas of responsibility.

### **ARTICLE VIII - COVENANTS AND CONDITIONS**

All provisions hereof expressed as either covenants or conditions on the part of the City or the Association to be performed or observed shall be deemed to be both covenants and conditions.

### **ARTICLE IX - COMPLIANCE WITH CONTROLLING LAW**

The Association shall comply with all applicable laws, rules, regulations, ordinances, resolutions and policies of the federal, state, and local governments as they pertain to this Agreement. In addition to the foregoing, the Association shall comply immediately with any and all directives issued by the City or its authorized representatives under authority of any laws, rules, regulations, ordinances, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

### **ARTICLE X - ACCEPTABILITY OF WORK**

The City shall decide any and all questions that may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to the Association, the acceptable completion of this Agreement, and the amount of compensation due. In the event the Association believes that any requirement of the City interferes with or affects the independence of the Association, the Association shall confer with the City in order to resolve any possible conflict. In the event the Association and the City cannot agree as to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the Association in this Agreement, the City or the Association shall give to the other written notice thereof. No later than ten (10) calendar days thereafter, the Association and the City shall each prepare a written report that supports its position and file the same with the City and the other party. Thereafter, the City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the Association. This is not intended to be in any arbitration dispute between the parties of this Agreement.



## ARTICLE XI – INFORMAL DISPUTE RESOLUTION

If the Association and the City have any dispute as to their respective rights and obligations under this Agreement, or the meaning or interpretation of any provisions hereof, they shall first attempt to resolve such disputes by informal discussion between their respective principals. Within five (5) calendar days of determining the existence of any such dispute, the party determining there is such dispute shall give written notice of the existence of the dispute and the need to meet informally to resolve such dispute. The parties shall endeavor thereafter to meet within five (5) days of the second party's receipt of such notice, or at such time thereafter as is reasonable under the circumstances.

## ARTICLE XII - INDEMNIFICATION

The Association agrees to defend, indemnify, protect and hold the City, and all of its officers, agents and employees harmless from any and all actions, suits, proceedings, liability, claims, demands for, damages or injuries to, any person, including injury to the Association's officers, agents, and employees, and all claims that may arise from or are directly connected with or attributable to the negligence or failure to perform professional services or other obligations of this Agreement, or are caused or claim to be caused by the acts or omissions of the Association, its officers, agents or employees, and all expenses of investigating and defending against same; provided, however, that this duty to defend, indemnify and hold harmless shall not include any claim arising from the established sole negligence or willful misconduct of the City, its officers, agents or employees.

## ARTICLE XIII - INSURANCE

### A. PREREQUISITES TO COMMENCEMENT OF WORK.

1. Prior to the execution of this Agreement by the Parties and approval by the City Attorney in accordance with Charter Section 40, and prior to Association's performance of its obligations and/or duties under this Agreement, Association shall complete each of the following:
  - (a) obtain City approval of each insurance company (or companies), as required in Section B below;
  - (b) obtain all insurance coverage required in Sections 13(C); 13(D); and 13(E), below;
  - (c) obtain, and provide to the City, insurance certificates evidencing all insurance coverage required in Sections 13(C); 13(D); and 13(E), below; and
  - (d) confirm that all insurance policies and insurance certificates contain the specific provisions required by Sections 13(C); 13(D); and 13(E), below.

2. Association shall not allow any subcontractor to commence work on a subcontract in connection with this Agreement, unless and until all insurance required of the subcontractor, as described in Sections 13(C), 13(D), and 13(E), below, has been obtained.

**B. INSURANCE COMPANIES.** All insurance coverage required in Sections 13(C), 13(D), and 13(E), below, shall be carried only by insurers that have been rated "A-, VI" or better, by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted "surplus lines" carriers, only if the carrier is authorized to do business in the State of California and is shown on the List of Eligible Surplus Lines Insurers.

**C. COMMERCIAL GENERAL LIABILITY INSURANCE.**

1. At all times during the term of this Agreement, Association shall maintain, in full force and effect, Commercial General Liability Insurance, written on an ISO Occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000.
2. The policy shall expressly provide that:
  - (a) all defense costs shall be outside the limits of the policy; and
  - (b) the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
3. The policy shall be endorsed to expressly provide that:
  - (a) The City of San Diego, its elected officials, officers, agents, employees, and representatives are named as additional insureds; and
  - (b) the policy is primary and non-contributory to any insurance that may be carried by the City.
4. There shall be no endorsement or modification of the policy limiting the scope of coverage for insured vs. insured claims, or for contractual liability.

**D. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.**

1. At all times during the term of this Agreement, Association shall maintain in full force and effect Commercial Automobile Liability Insurance for all of Association's automobiles (including owned, hired, and non-owned automobiles), written on an ISO form CA 00 01 12 90 or a later version of this

form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all bodily injury and property damage, for a combined single limit of \$1,000,000 per occurrence.

2. The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
3. The policy shall be endorsed to expressly provide that The City, its elected officials, officers, agents, employees, and representatives are named as additional insureds.

**E. WORKERS' COMPENSATION INSURANCE.**

1. At all times during the term of this Agreement, Association shall maintain in full force and effect Workers' Compensation Insurance for all of Association's employees who are subject to this Agreement, to the extent required by the State of California, providing a minimum of \$1,000,000 of employers' liability coverage.
2. The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
3. The policy shall be endorsed to expressly provide that the insurer waives the right of subrogation against The City of San Diego, its elected officials, officers, agents, employees, and representatives.

**F. ENDORSEMENTS.** All endorsements required under Sections 13(C), 13(D), and 13(E) above shall be in full force and effect for the entire term of this Agreement.

**G. CITY'S RIGHT TO REQUEST AND REVIEW ASSOCIATION'S INSURANCE POLICIES.** The City reserves its right to request, and Association shall immediately submit to the City upon the City's request, copies of any policy required in Sections 13(C), 13(D), and 13(E) above, and its right to review, at any time, Association's insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. If the City determines that such insurance coverage, limits, deductibles, and/or self-insured retentions are unacceptable, the City and Association shall amend this Agreement to adjust such insurance coverage, limits, deductibles, and/or self-insured retentions to a level acceptable to the City, and Association shall comply with any such amendment.

**H. DEDUCTIBLES AND SELF-INSURED RETENTIONS.** All deductibles and self-insured retentions on any policy shall be the responsibility of Association, and shall be disclosed on the insurance certificates and acceptable to the City.

- I. **ASSOCIATION'S LIABILITY NOT LIMITED TO INSURANCE COVERAGE.** Association's liability, including, but not limited to, Association's indemnity obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required in this Article.
- J. **MODIFICATIONS AFFECTING CITY'S EXPOSURE TO LOSS.** Association shall not modify any policy (or endorsement thereto), which increases the City's exposure to loss for the duration of this Agreement.
- K. **ADDITIONAL INSURANCE.** Association may obtain additional insurance not required by this Agreement.
- L. **EXPIRATION OF POLICIES.** At least thirty calendar days prior to the expiration of each insurance policy required herein, Association shall provide the City an insurance certificate, showing that a new or extended policy has been obtained which meets the requirements of this Agreement.
- M. **REQUIREMENT TO MAINTAIN INSURANCE COVERAGE.** Association's maintenance of the insurance coverage required in Sections 13(C), 13(D), and 13(E) above is a material provision of this Agreement. Any failure by Association to maintain or renew such coverage, or to provide the City evidence of renewal, during the term of this Agreement, shall constitute a material breach of contract.

#### **ARTICLE XIV - CONFLICT OF INTEREST**

- A. The Association is aware of and is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.
- B. If, in performing the Professional Services set forth in this Agreement, the Association makes, or participates in, a "governmental decision" as described in title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Association shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Association's relevant financial interests.
- C. Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Association shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Association is subject to a conflict of interest code. The Association shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Association was subject to a conflict of interest code.

- D. If the City requires the Association to file a Statement of Economic Interests as a result of the Professional Services performed, the Consultant shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.
- E. The Association shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. If the Association violates any conflict of interest law, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Association to liability to the City for attorneys' fees and all damages sustained as a result of the violation. It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of sections 1090 et seq. and sections 87100 et seq. of the California Government Code relating to conflicts of interest for public officers and employees, as well as the conflict of interest codes of the City. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City shall immediately terminate this Agreement by giving written notice thereof. The Association agrees to abide with sections 87100 et. seq. of the California Government Code during the term of the Agreement. The City may determine that the Association is subject to a conflict of interest code and is required to complete one or more statements of economic interest disclosing relevant financial interests. Upon the City's request, the Association shall submit the necessary documentation.
- F. The Association's personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any Subcontractor or potential Subcontractor. The Association shall not recommend or specify any product, supplier, or contractor with whom the Association has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
- G. If the Association violates any conflict of interest law, or any of the provisions of Article XIV of this Agreement, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies set forth in Exhibit C. Further, any such violation shall subject the Association to liability to the City for attorney's fees and all damages sustained as a result of the violation.

#### **ARTICLE XV – ATTORNEYS' FEES**

If either party brings any action or proceeding to enforce, protect or establish any right or remedy arising out of or based upon this Agreement, including, but not limited to, the

recovery of damages for its breach, the prevailing party in said action or proceeding shall be entitled to recovery of its costs and reasonable attorneys' fees.

#### **ARTICLE XVI - NOTICES**

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to the City shall be addressed to City of San Diego, City Planning and Community Investment, Economic Development Division, 1200 Third Avenue, Suite 1400, MS 56-D, San Diego, California 92101. Notice to the Association shall be addressed to the attention of Enrique Gandarilla address: 3910 University Avenue, San Diego, CA 92105. Either party may change the address for its receipt of notice hereunder by giving notice thereof in the manner herein specified. Nothing herein contained shall preclude or render inoperative service or such notice in the manner provided by law.

#### **ARTICLE XVII - CONTRACTS AWARDED BY ASSOCIATION**

The Association shall comply with the San Diego Municipal Code sections 65.0213 (c)(6) and 65.0214 for the award of any contract pertaining to the District.

#### **ARTICLE XVIII - NON-DISCRIMINATION REQUIREMENTS**

##### **A. EQUAL OPPORTUNITY CONTRACTING PROGRAM**

The Association and each of its Subcontractors shall comply with the City's Equal Opportunity Contracting Consultant Requirements which is attached hereto as Exhibit A and incorporated herein by this reference.

##### **B. NON-DISCRIMINATION ORDINANCE**

The Association shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. The Association shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Association understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Association and any subcontractors, vendors and suppliers.

##### **C. COMPLIANCE INVESTIGATIONS**

Upon the City's request, the Association agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Association has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Association for each subcontract or supply contract. The Association further agrees to

fully cooperate in any investigation conducted by the City pursuant to the City's NONDISCRIMINATION IN CONTRACTING ORDINANCE (Municipal Code sections 22.3501-22.3517.) The Association understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in remedies being ordered against the Association up to and including contract termination, debarment, and other sanctions for violation of the provisions of the NONDISCRIMINATION IN CONTRACTING ORDINANCE. The Association further understands and agrees that the procedures, remedies and sanctions provided for in the NONDISCRIMINATION ORDINANCE apply only to violations of said NONDISCRIMINATION ORDINANCE.

#### **ARTICLE XIX - STORM WATER POLLUTION PREVENTION**

The Association and each of its Subcontractors shall comply with the Storm Water Management And Discharge Control ordinance, San Diego Municipal Code section 43.0301, which is attached hereto as Exhibit B and incorporated herein by this reference, in performing or delivering services in the District regardless of location.

#### **ARTICLE XX - DRUG-FREE WORKPLACE**

The Association agrees to comply with the City's Drug Free Workplace requirements. Every person or organization awarded a contract by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace. Any subcontract entered into by the Association pursuant to this Agreement shall contain this provision.

#### **ARTICLE XXI - AMERICANS WITH DISABILITIES ACT**

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that it is aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally-mandated Americans with Disabilities Act ("ADA"). Contractors and subcontractors will be individually responsible for their own ADA program.

#### **ARTICLE XXII - EMPLOYMENT OF CITY STAFF**

This Agreement may be unilaterally and immediately terminated by the City if the Association an individual, who, within twelve (12) months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Association for this project.

#### **ARTICLE XXIII - MISCELLANEOUS PROVISIONS**

##### **A. MUNICIPAL POWERS**

Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

**B. CALIFORNIA LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. The Association covenants and agrees to submit to the personal jurisdiction of any state court in the City of San Diego, State of California for any dispute, claim or matter arising out of or related hereto.

**C. INTEGRATED AGREEMENT**

This Agreement including Attachments and/or Exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged herein. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the City and the Association.

**D. SEVERABILITY**

The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal.

**E. WAIVER**

The failure of the City to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

**F. HEADINGS**

All headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.



**G. COUNTERPARTS**

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement executed by City of San Diego acting by and through its City's Mayor or designee and by the Association pursuant to Resolution No. \_\_\_\_\_.

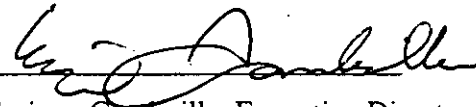
Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**THE CITY OF SAN DIEGO**

By: \_\_\_\_\_  
Mayor or Designee  
City of San Diego

Date: \_\_\_\_\_

**CITY HEIGHTS BUSINESS ASSOCIATION**

By:   
Enrique Gandarilla, Executive Director

Date: June 3, 2008

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_  
day of \_\_\_\_\_, 2008.

**MICHAEL J. AGUIRRE, City Attorney**

By: \_\_\_\_\_

Kimberly Kaelin  
Deputy City Attorney

**LIST OF EXHIBITS**

- A. Equal Opportunity Contracting Program [EOCP] Consultant Requirements
- B. Storm Water Prevention Program
- C. Conflict of Interest and Procurement Policy for Nonprofit Corporations Contracting with the City of San Diego

## EXHIBIT A

**EQUAL OPPORTUNITY CONTRACTING PROGRAM [EOCP]  
CONSULTANT REQUIREMENTS**

CONTENTS:

- A. City's Equal Opportunity Commitment
- B. Equal Opportunity Agreement
- C. Consultant Work Force
- D. Equal Employment Opportunity Plan
- E. Listing of Subconsultants
- F. Sub consultant Participation Level
- G. Definitions
- H. Certification
- I. Contract Activity Reports

- A. The City of San Diego is strongly committed to equal opportunity in solicitation of professional service consultants. The City encourages prime consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.  
Consultant shall comply with requirements of San Diego Ordinance No. 18173, Section 27.2701 through 22.2708, Equal Employment Opportunity Outreach Program [see Attachment 1].
- B. All proposers shall sign, submit with proposal package, and agree to be bound by the *Equal Opportunity Agreement* [see Attachment 2].
- C. Consultant Work Force
  - 1. Prior to award of contract, successful proposer must submit to the City's EOCP office a *Work Force Report* [see Attachment 3] or an *Equal Employment Opportunity [EEO] Plan*.
  - 2. If under representations are noted in the *Work Force Report* when compared to County Labor Force Availability data, Consultant will be requested by EOCP staff to submit an *Equal Employment Opportunity Plan*.
- D. An acceptable *Equal Employment Opportunity Plan* must include at least the following assurances that:
  - 1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the contractor's employees are assigned to work;

2. A responsible official is designated to monitor all employment related activity to ensure the company EEO Policy is being carried out and to submit reports relating to EEO provisions;
3. The Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant Association's and other business Association's;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;

13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary Association's which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant Association consultant/community professional Association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

#### E. Listing of Subconsultants

1. Proposer shall submit a *Subconsultants List* [see Attachment 4] indicating Scope of Services, percentage of contract, dollar amount of contract, certification status, and where certified.
2. Subconsultants and vendors must be named on the *Subconsultants List* if they receive more than \$10,000 or more than one-half of one percent [.5%], whichever amount is less.
3. Proposer shall also submit subconsultant commitment letters on subconsultant letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, Scope of Services, and percent of participation in the project.

#### F. Subconsultant Participation Level

1. Projects valued at \$25,000 or more have a voluntary subconsultant participation level goal of 15%. Goals are achieved by contracting with any combination of

Minority Business Enterprise [MBE], Women Business Enterprise [WBE], Disadvantaged Business Enterprise [DBE], Disabled Veteran Business Enterprise [DVBE], or Other Business Enterprise [OBE] level.

2. Attainment of the 15% subconsultant participation level goal is strongly encouraged but strictly voluntary.
3. If the subcontractor participation level goal of 15% is not achieved, proposer is required to complete an *Outreach and Teaming Survey* [see Attachment 5] and submit it to:

City of San Diego Equal Opportunity Contracting Program [EOCP]  
1010 Second Avenue, Fifth Floor  
San Diego, CA 92101  
Phone (619) 533-4464 Fax (619) 533-4474

The *Outreach and Teaming Survey* is due to EOCP five working days from date of notification of selection and must be received prior to award of contract. Survey information will be used by EOCP staff to assist consultants with achieving subconsultant participation level goals on future City contracts.

#### G. Definitions

1. Certified "**Minority Business Enterprise**" [MBE] means a business which is at least fifty-one percent [51%] owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.
2. Certified "**Women Business Enterprise**" [WBE] means a business which is at least fifty-one percent [51%] owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, one or more women.
3. Certified "**Disadvantaged Business Enterprise**" [DBE] means a business which is at least fifty-one percent [51%] owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent [51%] of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

4. Certified “**Disabled Veteran Business Enterprise**” [DVBE] means a business which is at least fifty-one percent [51%] owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).
5. “**Other Business Enterprise**” [OBE] means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

#### H. Certification

1. The City of San Diego is a signatory to a Memorandum of Understanding [MOU] with the California Department of Transportation [CALTRANS], and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:
  - a. Current certification by the City of San Diego as MBE, WBE, or DBE;
  - b. Current certification by the State of California Department of Transportation [CALTRANS] as MBE, WBE or DBE;
  - c. Current *interim certification* as MBE, WBE or DBE by any member agency of the San Diego Joint Agency Contracting Opportunities Task Force [JACO: County of San Diego, San Diego Unified Port District, San Diego County Water Authority, San Diego City Schools, San Diego Association of Governments, Metropolitan Transit Development Board, or the City of San Diego]; or
  - d. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.
2. DVBE certification is received from the State of California’s Department of General Services, Office of Small and Minority Business, (916) 322-5060.
- I. To permit monitoring of compliance, successful proposer shall submit to EOCP *Contract Activity Reports* [see Attachment 6] reflecting work performed by subconsultants.

ATTACHMENTS:

- 1 San Diego Municipal Ordinance No. 18173, Section 22.701 through 22.2708
  - 2 Equal Opportunity Agreement
  - 3 Work Force Report
  - 4 Subconsultants List
  - 5 Outreach and Teaming Survey
  - 6 Contract Activity Report
  7. Consultant Certification for a Drug-Free Workplace
- Attachment a      Consultant Evaluation Form



**DIVISION 27  
EQUAL EMPLOYMENT OPPORTUNITY  
OUTREACH PROGRAM**

ATTACHMENT (1)

**§ 22.2701 Purpose and Intent**

The overall objective of the City's Equal Employment Opportunity ("EEO") Program is to ensure that contractors doing business with or receiving funds from the City will not engage in unlawful discriminatory employment practices prohibited by State or Federal law. Such employment practices include, but are not limited to, the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

**§ 22.2702 Definitions**

Unless stated otherwise, the following definitions apply to this Division:

"City" means The City of San Diego and those agencies, boards, commissions and corporations authorized to act on behalf of, or as an agent for, the City of San Diego.

"Contract" means an agreement to provide labor, materials, supplies or services in the performance of a contract, franchise, concession or lease granted, let or awarded by or on behalf of the City.

"Contractor" means any person, firm, partnership, corporation, or combination thereof, who is selected to enter into, or actually enters into a contract with department heads and officers empowered by law to enter into contracts on behalf of the City for public works or improvements to be performed, or for a franchise, concession or lease of property, or for goods, services or supplies to be purchased, at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of, or collected by, the City.

"Equal Employment Opportunity Plan" means a document prepared by a contractor in accordance with a form and format supplied by the City which describes the contractor's plan of action.

"Gender" means the character of being male or female.

"Program Manager" means the Program Manager for the City's Equal Opportunity Contracting Program or his or her designee.

"Work Force Analysis" means a comparison of a contractor's Work Force Report with applicable County Labor Force Availability data.

"Work Force Report" means a report, in a format supplied by the City but compiled by the contractor, of the contractor's total work force which indicates the number of males and females in each identified ethnic group by occupational category.

**§ 22.2703 Scope**

Except as provided in Section 22.2704, this Division applies to all contractors except:

(a) Contractors and subcontractors who do less than a total of \$10,000 worth of business with the City during the preceding twelve (12) months or who have less than a total of fifteen (15) employees, except that contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are occurring.

(b) Contracts to which any city (other than The City of San Diego), county, district or other political subdivision, or any joint powers authority created under authority of law, or other public entity, or any other group or combination of the foregoing acting as a unit, is a party.

(c) Nonprofit charitable, educational, or religious Association's or corporations, as evidenced by records on file with the City to be compiled for purposes of this Division in accordance with procedures established by the City's Mayor.

(d) Emergency contracts, if a written partial or full waiver is granted by the City's Mayor except that contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are occurring. The City's Mayor may grant a partial or full waiver from the requirements of this Division for an emergency contract only to the limited extent necessary in order to expedite the award of such contract. For purposes of this Section, the term "emergency" has the same meaning as in San Diego City Charter, Section 94.

**§ 22.2704 Mandatory Nondiscrimination Contract Clause**

Notwithstanding the provisions of Section 22.2703, every contract shall contain a nondiscrimination clause which shall read as follows:

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime contractors shall ensure that their subcontractors comply with this Program. Nothing in this Section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

**§ 22.2705 Duty to Submit Reports**

(a) If a contract is competitively solicited, after the lowest responsible bidder has been determined and prior to the execution of the contract, the apparent low bidder shall submit to the Equal Opportunity Contracting Program a Work Force Report, on a City form, or an Equal Employment Opportunity Plan approved by the Program Manager.

If a contract is not competitively solicited, the contractor shall submit to the Equal Opportunity Contracting Program a Work Force Report or an Equal Employment Opportunity Plan approved by the Program Manager prior to tendering the signed contract documents to the City for signature.

(b) Staff will conduct a work force analysis on all Work Force Report submittals to determine whether or not an Equal Employment Opportunity Plan is required. If an Equal Employment Opportunity Plan is required, the contractor will submit a Plan for approval by the Program Manager.

(c) Any Equal Employment Opportunity Plan approved by the City shall not include quotas, goals or timetables for increasing women and minority employment and will not require terminating or laying off existing employees.

(d) If the apparent low bidder or contractor does not submit either a Work Force Report or Equal Employment Opportunity Plan as required by this Section, for purposes of awarding the contract only, the City's Mayor will ensure an administrative hearing is conducted by an independent hearing officer to determine if the contract should be awarded in accordance with City, State, and Federal law.

**§ 22.2706 Duty to Comply with Equal Employment Opportunity Plan**

A contractor for whom an Equal Employment Opportunity Plan has been approved by the City shall use best efforts to comply with that Equal Employment Opportunity Plan.

**§ 22.2707 Reviews**

(a) The Program Manager shall conduct periodic reviews of contractors to ensure that unlawful discrimination is not being practiced and Equal Employment Opportunity Plans are implemented.

(b) If the City's Mayor determines, after review, that the contractor has not implemented their Equal Employment Opportunity Plan and/or practices unlawful discrimination and corrective action has not occurred by the contractor after sufficient notice, the City's Mayor may recommend termination of the contract and debarment to the City Council.

**NON-DISCRIMINATION CLAUSE:** Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall ensure that its subcontractors comply with the City of San Diego's Equal Employment Opportunity Program.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO):** Contractor has received, read, understands and agrees to be bound by the City of San Diego *Municipal Code*, Chapter II, Article 2, Division 27 (Equal Employment Opportunity Program) provided with the proposal package.

Contractor has submitted either a *Work Force Report* or an *Equal Employment Opportunity Plan* as required by Section 22.2705 of the City of San Diego *Municipal Code*.

City and Contractor agree that compliance with EEO provisions will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program (EOCP) staff.

**EQUAL OPPORTUNITY CONTRACTING:** Contractor has received, read, understands and agrees to be bound by the Equal Opportunity Contracting Program requirements described in the proposal package.

If requested, Contractor shall submit the *Outreach and Teaming Survey*. Contractor agrees to provide updated reports as requested by the City.

Contractor agrees to insert equal opportunity compliance language in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

Project Name: \_\_\_\_\_ Bid No.: \_\_\_\_\_

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Authorized Signature Name

(Revised 2/98)



**THE CITY OF SAN DIEGO**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**  
 1010 SECOND AVENUE - SUITE 500 - SAN DIEGO, CA 92101  
 (619) 533-4464 • FAX: 533-4474

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**WORK FORCE REPORT**

The objective of the Equal Employment Opportunity Program is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay, or other forms of compensation, and selection for training, including Apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED

**CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor

☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☒ Other

Name of Company: CITY HEIGHTS BUSINESS ASSOCIATION

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 3910 UNIVERSITY AVE

City SAN DIEGO County SAN DIEGO State CA Zip 92105

Telephone Number: (619) 619-516-2252 FAX Number: ( ) 619-280-4216

Name of Company CEO: ENRIQUE GANDARILLA

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

Type of Business: NON PROFIT Type of License: \_\_\_\_\_

The Company has appointed ENRIQUE GANDARILLA

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 3910 UNIVERSITY AVE SAN DIEGO CA 92105

Telephone Number: 619-516-2252 FAX Number: 619-280-4216

For Firm's: ☐ San Diego Work Force and/or ☒ Managing Office Work Force

I, the undersigned representative of CITY HEIGHTS BUSINESS ASSOCIATION  
 (Organization Name)

SAN DIEGO  
 (County)

CA  
 (State)

hereby certify that information provided herein is true and correct. This document was executed on this day of JUNE 03, 2003.

[Signature]  
 (Authorized Signature)

ENRIQUE GANDARILLA  
 (Print Authorized Signature Name)

# WORK FORCE REPORT - PART 2

NAME OF COMPANY: City Heights Business Association DATE: 06-03-2008  
**000729**

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force.

Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below.

- |  |  |
|--|--|
| (1) African-American/Black                           | (5) Filipino   |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian  |
| (3) Asian, Pacific Islander                          | (7) Other Ethnicities; not falling into other groups |
| (4) American Indian, Eskimo                          |  |

| OCCUPATIONAL CATEGORY   | (1)<br>African-American |     | (2)<br>Latino |     | (3)<br>Asian |     | (4)<br>American Indian |     | (5)<br>Filipino |     | (6)<br>Caucasian |     | (7)<br>Other Ethnicities |     |
|---|-------------------------|-----|---------------|-----|--------------|-----|------------------------|-----|-----------------|-----|------------------|-----|--------------------------|-----|
|   | (M)                     | (F) | (M)           | (F) | (M)          | (F) | (M)                    | (F) | (M)             | (F) | (M)              | (F) | (M)                      | (F) |
| Executive, Administrative, Managerial                               |                         |     | 1             |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Professional/ Specialist  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Engineers/Architects  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Technicians and Related Occupations                                 |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Sales   |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Administrative Support/Clerical                                     |                         |     | 1             |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Services  |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Precision Production, Craft and Repair                              |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Machine Operators, Assemblers, Inspectors                           |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Transportation and Material Handlers                                |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |
| Handlers, Equipment Cleaners, Helpers and Non-construction Laborers |                         |     |               |     |              |     |                        |     |                 |     |                  |     |                          |     |

\*Construction laborers and other field employees are not to be included on this page.

|                   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|-------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TOTAL EACH COLUMN | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
|-------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

GRAND TOTAL ALL EMPLOYEES **2**

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

|          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| DISABLED |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

NON-PROFIT ORGANIZATION ONLY

|                    |   |  |   |  |   |  |  |  |   |  |   |  |  |  |
|--------------------|---|--|---|--|---|--|--|--|---|--|---|--|--|--|
| BOARD OF DIRECTORS | 1 |  | 3 |  | 1 |  |  |  | 3 |  | 1 |  |  |  |
| VOLUNTEERS         |   |  |   |  |   |  |  |  |   |  |   |  |  |  |
| ARTISTS            |   |  |   |  |   |  |  |  |   |  |   |  |  |  |

**SUBCONSULTANTS LIST****ATTACHMENT (4)****INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:**

Proposal shall include name and complete address of all Subconsultants who will receive more than one-half of one percent (0.5%) of the contract amount or in excess of \$10,000.

Subconsultants shall be used for Scope of Services listed. No changes to this Subconsultants List will be allowed without prior written City approval.

Proposer shall also submit subconsultant commitment letters on subconsultant letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, Scope of Services, and percent of participation in the project.

| NAME AND ADDRESS<br>SUBCONSULTANTS<br>AND VENDORS | SCOPE OF<br>WORK | PERCENT<br>OF<br>CONTRACT | DOLLAR<br>AMOUNT OF<br>CONTRACT | ① MBE/<br>WBE/DBE/<br>DVBE/OBE | ② WHERE<br>CERTIFIED |
|---|------------------|---------------------------|---------------------------------|--------------------------------|----------------------|
|   |                  |                           |                                 |                                |                      |
|   |                  |                           |                                 |                                |                      |
|   |                  |                           |                                 |                                |                      |
|   |                  |                           |                                 |                                |                      |
|   |                  |                           |                                 |                                |                      |
|   |                  |                           |                                 |                                |                      |
|   |                  |                           |                                 |                                |                      |

① *For information only.* As appropriate, Proposer shall identify Subconsultants as:

|  |      |
|--|------|
| Certified Minority Business Enterprise         | MBE  |
| Certified Woman Business Enterprise            | WBE  |
| Certified Disadvantaged Business Enterprise    | DBE  |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise                      | OBE  |

② *For information only.* As appropriate, Proposer shall indicate if Subconsultant is certified by:

|   |          |
|---|----------|
| City of San Diego   | CITY     |
| State of California Department of Transportation            | CALTRANS |
| San Diego Joint Agencies Contracting Opportunity Task Force | JACO     |

**OUTREACH AND TEAMING SURVEY  
CONSULTANTS**

**Prime:**

**Project Title:**

**Original Contract:** ☐ Yes ☐ No **Amendment No:** \_\_\_\_ **Change Order No:**

**Job Order No:** \_\_\_\_\_ **Bid No:**

Submit this *Outreach and Teaming Survey* within five (5) working days after date of notification of your firm's selection and return to:

**City of San Diego, Equal Opportunity Contracting Program (EOCP)**

**1010 Second Avenue, Suite 500**

**San Diego, CA 92101**

**FAX: (619) 533-4474**

The City of San Diego encourages subconsulting activity at levels reflecting the diversity of the City's population. Information from this survey will be used by EOCP staff to monitor successful outreach and teaming strategies used by consultants to ensure non-discrimination on City projects. Levels of participation shall not impact a consultant's ability to receive this contract or submit proposals for future contracts.

*Please respond to the following questions (if necessary, attach additional pages):*

1. Did your firm identify a need to utilize subconsultants on this project? If so, which specific scopes of work were targeted for subconsulting?
  
2. Describe your firm's overall strategy to outreach and team on this project. Did you negotiate? Did you invite bids? Did you make the project plans and specifications available?

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**OUTREACH AND TEAMING SURVEY** (continued)

3. If you invited sub-bids, identify each of the sub-bidders by scope of work and their bid amounts. How much time were sub-bidders given to respond?
4. Did your firm advertise the subconsulting opportunities of this project in any publication? Which publications? What dates? Attach copies of published ads. What other outreach efforts did you employ?
5. Did you use any type of directory or database to identify potential subconsultants? If so, which ones?

**This survey will be submitted as part of the contract award evaluation package to the San Diego City Council.** Failure to complete, sign and submit this form or a facsimile **within the five (5) day period** after date of notification may result in a loss of the contract based upon non-responsiveness.

*As an authorized officer of this company, I certify that information contained in this report is true and accurate to the best of my knowledge.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Company Name  
\_\_\_\_\_  
\_\_\_\_\_ Name  
\_\_\_\_\_  
\_\_\_\_\_ Signature

|                                      |             |   |                      |
|--------------------------------------|-------------|---|----------------------|
| ****FOR OFFICIAL USE****             |             |   |                      |
| (To Be Completed By City Staff Only) |             |   |                      |
| Total: \$                            | M/W/DBE: \$ | % | DVBE: \$ % OBE: \$ % |

**ATTACHMENT (6)**

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**PRIME CONSULTANT:**

INVOICE PERIOD: \_\_\_\_\_ DATE: \_\_\_\_\_

DATE:

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**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE****PROJECT TITLE:**

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

---

Name under which business is conducted

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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**ATTACHMENT a**

**CONSULTANT EVALUATION FORM**

**§43.0301 Purpose and Intent**

The purposes of this Division are to further ensure the health, safety and general welfare of the citizens of the City of San Diego by controlling Non-Storm Water Discharges to the Storm Water Conveyance System; by eliminating discharges to the Storm Water Conveyance System from spills, dumping, or disposal of materials other than Storm Water; and by reducing Pollutants in urban Storm Water discharges to the maximum extent practicable. The intent of this Division is to protect and enhance the water quality of our watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Water Pollution Control Act [Clean Water Act, 33 U.S.C. section 1251 et seq.] and National Pollutant Discharge Elimination System [NPDES] Permit No. CA0108758, as amended.

**CONFLICT OF INTEREST AND PROCUREMENT POLICY  
FOR NONPROFIT CORPORATIONS CONTRACTING  
WITH THE CITY OF SAN DIEGO**

Purpose

It is important for the City and its citizens to have confidence in the integrity of nonprofit corporations which contract with the City to provide services and administer programs, and which receive funding from or through the City. Officers, directors, members, committee members, staff and volunteers of these nonprofit organizations shall avoid taking actions that give the appearance of being motivated by private gain. They should perform their duties in an impartial manner, free from bias caused by their own financial interest or the financial interests of persons who have supported them. The appearance of a conflict of interest is created by the selection, recommendation, or specification of a product, supplier or subcontractor with whom the representative of the nonprofit has a direct or indirect financial, organizational or family interest or relationship. It is the intent of the City to incorporate this policy governing conflicts of interest and procurement of goods and services into the City's contracts with such associations, and to require compliance with this policy as a contract obligation.

This policy is not intended to supersede, negate or otherwise invalidate any statute, ordinance or policy, but is intended to supplement existing authorities governing these subjects.

Conflict of Interest Standard - Contracts or Transactions

All nonprofit mutual benefit corporations and nonprofit public benefit corporations contracting with the City are subject to the following conflict of interest standard, which is based on the conflict of interest provisions of the California Corporations Code:

No contract or transaction may be entered into by the corporation if one of its officers, directors, committee members, staff members or volunteers has a material financial interest in the contract or transaction, except in the following circumstances:

1. The action by the board is one fixing the compensation of a director or officer of the corporation; or
2. All of the following conditions are met:
  - (a) The material facts as to the transaction and as to the party's interest are fully disclosed or known to the members, board or committee voting on the matter.
  - (b) The contract or transaction is approved by the members, board or committee in good faith, by a vote sufficient without counting the vote of the interested party or parties.
  - (c) Any membership owned by the interested party abstains from voting on the matter.

- (d) The contract or transaction is just and reasonable to the corporation at the time it was authorized, approved or ratified.
  - (e) The interested party shall not actively participate in the decision about the transaction or contract, except to answer questions or provide a broad explanation.
  - (f) The action is recorded in meeting minutes, noting which members voted, how the members voted, and identifying any members who abstained from voting.
3. A committee or person authorized by the board approved the transaction consistent with the standards in section 2 above, it was not reasonably practicable to obtain approval of the board prior to entering into the transaction, and the board ratified the action at its next meeting by a majority vote of the directors, without counting the vote of the interested party or parties.

#### Contracts or Transactions Involving Transient Occupancy Tax (TOT) Funds

In the case of contracts or transactions involving TOT funds, no employee, agent, officer or consultant to the organization who is involved in the decision making process or who has access to inside information may obtain a financial benefit from the contract or transaction, unless approval is obtained in writing from the contract administrator.

#### Economic Disclosure

Upon request by the City, a director or voting member of a nonprofit corporation contracting with the City shall disclose information to the City about his or her financial interests and business affiliations which may be affected by decisions of the corporation related to the corporation's contract with the City.

#### Board Roster

All nonprofit corporations contracting with the City shall provide, within 30 days of execution of an agreement, a list of the names of all board members, their business affiliations, and a signed acknowledgment form indicating that they have received a copy of the Conflict of Interest Policy and that they have read and understand the Policy. In the event that the board membership changes, the corporation shall provide the City with an updated list and a signed acknowledgment, within 30 days of the change.

#### Procedures for Procurement of Goods and Services

All procurement of goods and services by nonprofit associations contracting with the City, which receive funding from or through the City, shall comply with the following standard:

- 1. Expenditures less than \$5000 from a single contractor in a 12 month period:
  - ▶ No competitive procurement process is required.

2. Expenditures of between \$5000 and \$25,000 from a single contractor in a 12 month period:
  - ▶ Obtain three written price proposals, or demonstrate why three bids could not be obtained.
  - ▶ Present price proposal information to full board for approval of contract or transaction.
  - ▶ Record the action taken in the meeting minutes, and keep the written price proposals on file.
  
3. Expenditures of more than \$25,000 for goods and/or services from a single contractor in a 12 month period:
  - ▶ Draft a Request for Proposals describing the services or goods required, and requesting information from prospective contractors regarding relevant qualifications and a price proposal.
  - ▶ Publish a notice of the intent to seek proposals for the goods or services in a newspaper or newspapers of general circulation in the City.
  - ▶ Screen all submitted proposals and prepare short list of finalists for consideration by the board for approval. Finalists for a contract or transaction involving expert or professional services shall be interviewed by a screening committee or by the board prior to a final selection being made.
  - ▶ Record action taken by the board in meeting minutes and keep the proposals received on file.
  - ▶ After board approval, execute a contract in writing with the subcontractor or vendor, and submit a copy of the contract to the City.

#### Remedies

A violation of any provision of this policy shall be grounds for termination of the corporation's agreement with the City, and/or removal of the director or member of the corporation from his or her position with the corporation. A agreement, contract or transaction entered into in violation of the conflict of interest and procurement provisions of this policy shall be void and unenforceable, and shall not entitle the corporation or the contractor to any reimbursement or payment for goods or services provided pursuant to the void contract. A corporation and/or its director or member who violates this policy shall be subject to civil liability to the City for any damages caused as a result of the violation.

**MAINTENANCE AGREEMENT BETWEEN THE CITY OF SAN DIEGO  
AND THE COLLEGE AREA ECONOMIC DEVELOPMENT CORPORATION**

THIS MAINTENANCE AGREEMENT "Agreement" is made and entered into by and between the City of San Diego, a municipal corporation, herein called "City", and the College Area Economic Development Corporation, a non-profit corporation, herein called "Corporation".

**RECITALS**

WHEREAS, the City desires to retain the services of the Corporation to provide administration of the maintenance services to College Heights Maintenance Assessment District, herein called "District"; and

WHEREAS, the boundaries of the District are generally defined as follows: along El Cajon Blvd. from 59th St. to Rolando Blvd, College Avenue from City parcels to Estelle St., 62nd St. from El Cajon Blvd. to Fire Station, El Cajon Blvd. from 54th St. to 59th St., Rolando Blvd. to City border with La Mesa Montezuma Rd. from Reservoir Dr. to El Cajon Blvd;

WHEREAS, the Corporation has provided a petition to the City representing at least a majority of the property owners in the District, weighted by the dollar amount of their assessments in the District, in support of the Corporation's role to assume the responsibility for administration of Contracts for Goods and Contracts for Services (as these terms are defined in San Diego Municipal Code 65.0202) for the District for a period of one year in accordance with the San Diego Municipal Code section 65.0212.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for other valuable consideration which is hereby acknowledged, the City and the Corporation hereby agree as follows:

**ARTICLE I - SCOPE OF SERVICES**

**A. GENERAL SERVICES**

1. The Corporation shall provide: administration of the Contracts for Goods and Contracts for Services and prepare financial statements for the District in connection with provisions of the "Maintenance Assessment Districts Ordinance" (being Division 2, Article 5, Chapter VI, beginning at section 65.0201 of the San Diego Municipal Code), and the provisions of the "Landscaping and Lighting Act of 1972" (being Part 2 of Division 15 of the California Streets and Highways Code), for services to the District as set forth in the engineer's report "Engineer's Report" for the District.
2. The Corporation shall perform all duties and services specifically set forth herein as reasonable and necessary to accomplish the intent of this Agreement in a manner consistent with the standards outlined in this Agreement.

## B. SPECIFIC REQUIREMENTS

1. The Corporation at a minimum, shall provide the following maintenance standards within the boundaries of the District as described for each Zone in the Engineer's Report and to the extent that such standards are consistent with the budget afforded for such maintenance services:
  - (a) Sidewalk Sweeping and Litter Control. All litter will be removed from right-of-way sidewalks, curbs, gutters and landscaped areas. All trash removed will be picked up by a commercial trash disposal company or be disposed of at a City-approved waste site. All sidewalks within the district shall be swept, and washed in manner and frequency described in the engineer's report for the College Heights Maintenance Assessment District.
  - (b) Public Health and Sanitation. Any conditions which pose health and sanitation hazards will be removed within twenty four (24) hours after discovery in the District's public rights-of-way.
  - (c) Illegal Dumps. All illegal dumps of trash and personal property in the public right-of-way will be removed within three (3) days after discovery.
  - (d) Graffiti Control. All graffiti shall be promptly covered or removed from the public right-of-way. Being mindful of the importance of quick removal as a means of discouraging repetition of the graffiti, the Corporation will use its best efforts to act within twenty-four (24) hours of discovery. Graffiti observed on private property shall be reported for removal to the City's Neighborhood Code Compliance Department/Graffiti Control Program (619-525-8522).
  - (e) Sidewalk Safety Hazards (Ongoing)  
All sidewalk safety hazards which are observed in the course of providing enhanced maintenance services, as described in this Agreement (including damaged meter boxes and street vaults), shall be barricaded immediately and then, immediately following barricading, reported for repair to the City's General Services Department: Street Division. If an unsafe sidewalk condition exists and is reported to the City's Street Division (at 619-527-7500 OR e-mail [www.sandiego.gov](http://www.sandiego.gov) and select Request a Street Repair – either means of reporting provides a “standard notification number” confirming that the report was made and received), the City will take action to temporarily mitigate the potential hazard and notify abutting property owners of their responsibility to permanently repair/replace the sidewalk. The Corporation shall have no obligation to repair or otherwise protect against such conditions, and shall have no liability to the City or any third party for claims or loss related to such conditions, except to the extent the condition is directly caused by the negligence or willful



misconduct of the Corporation, its employees or agents or if the observed condition is not immediately barricaded and reported as required in this provision.

- (f) Lighting Service. All street light lamps observed to be out or street light poles which have been damaged will be reported immediately upon discovery for repair to the City's Transportation Department/Electrical Section, General Information and Service Requests, Street Light and Traffic Signal Maintenance (619-527-8056).
  - (g) Tree Maintenance. The Corporation shall provide notice to the City of any planting of trees with Maintenance Assessment District funds, together with the specific location of such trees and the date of planting, and will thereafter maintain such trees in a manner which promotes healthy tree growth, including, but limited not to, watering, trimming and fertilization. Any such trees that present an immediate safety hazard or have potential for private property damage shall be trimmed or removed upon discovery.
  - (h) Security. The Corporation shall provide enhanced security services as described in the engineer's report for the College Heights Maintenance Assessment District.
2. The Corporation shall conduct on-site inspections of all work done in the District and shall submit a report to the City indicating that such on-site inspections have been completed.
  3. City staff shall conduct four (4) District inspections per year to evaluate compliance with the above referenced maintenance standards. A City inspection report shall be supplied to the Corporation requiring less than thirty (30) calendar days to correct any deficient standard reported. The inspections will be completed by City staff every 3 months.
  4. The Corporation shall be responsible for responding, in writing, to the City regarding District maintenance complaints received by the City.
  5. The Corporation shall provide at least one (1) noticed meeting with the property owners within the District annually and attempt to meet on a regular basis with the relevant planning group or property owners within the District. The regular meeting shall be used to finalize plans and specifications for improvements and maintenance as described in the Engineer's Report, evaluate the performance of any maintenance contractor, and advise the Corporation regarding the improvements and regular maintenance as described in the Engineer's Report for the District. For the regular meeting, the Corporation shall use its best efforts to contact either orally or in writing the City, the relevant community planning group or designated property owners' representatives of the District, and community newspapers, if available.

6. The Corporation shall submit to the City no later than March 1 of each year a District approved, line-item budget for the upcoming Fiscal Year. This proposed budget for services in the District will be included in the College Heights Maintenance Assessment District Engineer's Report each year.
7. The Corporation shall maintain a separate set of books and records for costs associated with the Corporation's responsibilities under this Agreement for annual audit at the expense of the District. All records shall be made available for inspection and photocopying by the City upon reasonable notice. The City's rights with respect to such records are further governed by the provisions of Article V of this Agreement. The Corporation shall maintain such books and records for a period of three (3) years following completion of this Agreement.

## **ARTICLE II - SERVICES PROVIDED BY THE CITY**

### **A. BUDGET**

1. The City shall carry out all actions reasonably necessary for processing the annual budget for maintenance of the District.
2. The City shall review the Corporation's proposed maintenance operations in processing the annual budget for the District.
3. The City may amend line items in the annual budget upon a written request from the Corporation, as long as the amendments would not increase the total amount authorized for reimbursement to the Corporation.

### **B. SERVICES**

1. The City shall conduct at least four (4) on-site inspections of the District during the period of this Agreement. In the event the City determines from such inspections that the District is not being properly administered by the Corporation, a report of such findings will be presented first to the Corporation, and, if not satisfactorily corrected within thirty (30) calendar days will then be presented to the City Council.
2. The City shall reserve the right to deploy its public safety personnel in a manner which, in the City's sole discretion, best serves the needs of the public. Further, nothing in this Agreement shall be deemed to abrogate or waive the provisions of California Government Code section 845.
3. The City shall coordinate the collection of assessments with the County of San Diego and provide administrative services, general assistance and information to the Corporation.

**ARTICLE III - COMPENSATION AND REIMBURSEMENT****A. INVOICES**

1. The Corporation shall submit monthly reimbursement requests to the City. The City shall reimburse the Corporation from District funds within thirty (30) working days of receipt of a proper reimbursement request. The request must include both a Trial Balance and Summary of Expenses as of the period claimed. The Summary of Expenses shall detail expenses by expenditure category and line item as reflected in the approved District budget.
2. All invoices shall include the names and rates of pay for contracted personnel who have performed services on behalf of the District, the hours worked, and details of any reasonable and necessary out-of-pocket expenses.

**B. COMPENSATION**

1. The Corporation shall be compensated for its services pursuant to this Agreement solely by the terms of this Section 3 (B). The Corporation shall be authorized to add to the reimbursement requests made under this Article III an additional fifteen percent (15%) of the total amount actually expended by the Corporation for the wages, salaries and benefits of employees only to the extent such salaries compensate for activities directly undertaken for the administration of the District, as "Administrative Overhead." The Corporation shall not be authorized to include charges for Administrative Overhead in connection with any of the following expenses: (1) monies expended for the purchase of goods or supplies; (2) sums paid to third party contractors for the preparation of the assessment Engineer's Report; (3) general business expenses such as office rent, office equipment, accounting and auditing expenses, insurance premiums, copying, printing, or postage fees. The Corporation shall not be authorized to include charges for Administrative Overhead on any amounts paid by the Corporation that contain any administrative charges by the billing entity. If the Corporation enters into any contracts with third parties for the performance of any of Corporation's duties under this Agreement and any such contract includes an administrative charge, the Corporation shall not be entitled to receive Administrative Overhead reimbursements for their own administration activities related to the work performed by third party contractors.
2. Administrative overhead reimbursement to the Corporation shall be limited to the lesser of (1) \$40,548 (or \$3,379 per month) over the life of this Agreement, or (2) 15 percent (15%) of the estimated assessment revenues in the District, which ever amount is smaller.
3. The City shall be reimbursed the greater of \$10,813 or four percent (4%) of annual assessments for administrative services associated with the annual budget processing, property tax enrollment and collections, professional engineering services, on-site inspections, and audit services from the District budget.

**C. ADVANCES**

1. Upon a written request from the Corporation, the City may make a cash advance of two months of working capital to the Corporation based on the District's monthly cash flow budget requirements related to the approved District budget. If the District reserves are not adequate to cover the working capital advance request, an advance will be based on available cash at the time of the request.
2. The advance will be returned on or before the termination of this Agreement as either a reduction of the final reimbursement request or a transfer of funds from the Corporation.

**D. SUSPENSION OF PAYMENT.**

1. If the Corporation fails to perform any of its obligations as set forth in this Agreement, the City shall have the right to suspend the payment of Administrative Overhead fees to the Corporation pursuant to Article III until such time as the Corporation is in compliance with the terms hereof. If, as a result of Corporation's failure to perform, the City elects to withhold payment hereunder, the City shall give Corporation written notice of its intention to suspend payment of Administrative Overhead fees until Corporation has cured its noncompliance herewith. Such notice shall provide Corporation with a description of the failure to perform upon which the City has based its suspension of payment hereunder. Upon the performance by the Corporation of its obligations under this Agreement, the City shall resume payments of Administrative Overhead to the Corporation in conformance with the terms of Article III as set forth above.

**ARTICLE IV - EFFECTIVE DATE AND TERM**

This Agreement shall be effective from July 1, 2008 through June 30, 2009, and continue until completion of the scope of services, or upon written notice of cancellation, but in no event shall it exceed one (1) year. This Agreement may be renewed each year at the City's sole option.

**ARTICLE V - DOCUMENTS, RECORDS AND REPORTS****A. OWNERSHIP OF DOCUMENTS**

1. Once the Corporation has been compensated for services performed, all documents, including, but not limited to reports, and maps prepared in connection with or related to the scope of services, shall be the property of the City.
2. The City's ownership of these documents includes all incidental rights, whether or not the work for which they were prepared has been performed.

3. Article V, Section A shall apply whether the Agreement is terminated by the completion of the services, by the expiration of this Agreement under Article IV, or in accordance with other provisions of this Agreement.
4. Notwithstanding the foregoing, the Corporation shall have the right, at its sole cost, to make copies of the documents.

**B. AUDIT AND INSPECTION OF RECORDS**

1. At any time during normal business hours and as often as the City deems necessary, the Corporation and any or all subcontractors shall make available to the City for examination at reasonable locations within the City/County of San Diego all data and records relating to all matters covered by this Agreement. The Corporation and all subcontractors will permit the City to make audits of all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered in this Agreement.
2. The Corporation and subcontractors shall maintain such data and records for a period of three (3) years following receipt of the final payment of this Agreement. With respect to receipts, canceled checks, and other evidence of payments for which the Corporation is reimbursed by the City pursuant to this Agreement, the Corporation shall maintain such documentation at its principal place of business in the City of San Diego for the required period of time. With respect to all other records covered by this Article V, Section B, if the Corporation does not make them available within the City of San Diego, then the Corporation shall pay all City's travel related costs to audit records associated with this Agreement where records are maintained.

**C. FINANCIAL REPORTS**

The Corporation shall provide an audited financial statement of the District within ninety (90) days after the end of its fiscal year. The financial statements must be prepared in accordance with Generally Accepted Accounting Principles and audited by an independent Certified Public Accountant (CPA) in accordance with Generally Accepted Auditing Standards (GAAS). The statements must include a Statement of Expenditures of the District's funds identified in the same expenditure classifications as contained in the City's final budget and show a comparison to the budget amounts, and a Statement of Compliance with the terms of this Agreement signed by the Corporation. Failure to comply with these requirements could result in suspension of any current payments or possible future funding.

## ARTICLE VI - TERMINATION

### A. CITY'S RIGHT TO TERMINATE FOR DEFAULT

1. If the Corporation fails to perform or adequately perform any obligation required by this Agreement, the Corporation's failure shall constitute a default. The City's Mayor or designee shall promptly give the Corporation written notice of the occurrence of the default, and shall allow the Corporation thirty (30) days thereafter to cure the default, or to submit a written plan of action to cure such a default within a reasonable and safe period of time thereafter. Failure to cure the default or timely submit the plan of action within the thirty-day period, or failure to adhere to the plan of action, shall entitle the City Council to terminate this Agreement in accordance with San Diego Municipal Code section 65.0212.
2. Notwithstanding the foregoing, if the nature of the default could endanger the public's health and safety, the Corporation shall cure the default within twenty-four (24) hours of receipt of notice of the default and application of this Article IV, Section A of the Agreement. If the Corporation fails to actually and timely cure the default, then the City Council may, in its sole and absolute discretion, terminate this Agreement.

### B. NOTICE

1. The City Council may terminate this Agreement with the Corporation at any time provided:
  - (a) a public hearing is held on the City's intention to terminate this Agreement with the Corporation;
  - (b) the Corporation is provided thirty (30) calendar days' notice of the public hearing on the City's intention to terminate this Agreement;
  - (c) a notice of the public hearing is mailed at least fifteen (15) calendar days prior to the public hearing to each property owner within the District; and
  - (d) the City Council determines at the conclusion of the public hearing that it is in the best interests of the District to terminate this Agreement with the Corporation.
2. Upon termination of this Agreement, the City shall resume administration of Contracts for Goods and Contracts for Services for the District as defined in San Diego Municipal Code section 65.0202. The Corporation shall transmit to the City all funds, books, records, data, equipment and other assets of the District no later than thirty (30) calendar days after receipt of written notice of termination. Until the actual transfer of these assets is complete, the Corporation shall continue to administer the Contracts for Goods and Contracts for Services for the District so that there is no interruption in or loss of service to property owners within the

District. The Corporation may be entitled to permitted costs during such period as set forth in Article III.

**C. CITY'S RIGHT TO TERMINATE FOR BANKRUPTCY OR ASSIGNMENT FOR THE BENEFIT OF CREDITORS**

If the Corporation files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon the Corporation, immediately cancel and/or terminate this Agreement, and terminate each and every right of the Corporation, and any person claiming any rights by or through the Corporation under this Agreement.

**D. NO WAIVER OF OTHER REMEDIES**

The rights and remedies of the City enumerated in this Agreement are cumulative and shall not limit the City's rights under any other provision of this Agreement or the San Diego Municipal Code, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Corporation.

**E. CORPORATION'S RIGHT TO TERMINATE**

If the Corporation wishes to terminate this agreement, a written notice of termination must be issued within ninety calendar days (90). The Corporation shall transmit to the City all funds, books, records, data, equipment and other assets of the District no later than ninety (90) calendar days of issuance of written notice of termination. Until the actual transfer of these assets is complete, the Corporation shall continue to administer the Contracts for Goods and Contracts for Services for the District so that there is no interruption in or loss of service to property owners within the District. The Corporation may be entitled to permitted costs during such period as set forth in Article III.

**ARTICLE VII - INDEPENDENT CONTRACTOR AND DISTRICT MANAGEMENT**

**A. DELEGATION OF DUTIES**

The Corporation is an independent contractor representing the owners of properties in the District. The Corporation will oversee the administration of the District activity through the engagement of one or more contractors to provide routine maintenance services to include trash collection and disposal, graffiti removal, repair, landscaping and lighting improvements. Accordingly, the Corporation duties specified in this Agreement may not be delegated by the Corporation without the prior written consent of the City.

**B. PRINCIPAL**

1. The Corporation agrees that one of its designated officers shall be the primary contact for the purposes of this Agreement. Corporation shall coordinate the Corporation's activities for the engagement and shall participate in all phases of

the engagement. In order to simplify invoice processing, it is agreed that the Corporation's designated officer will act as billing agent for work provided by the Corporation.

2. The Corporation's management of the services of this Agreement is of substantial concern and importance to the City, requiring coordination with City services. The quality of performance will reflect on the City and its management. Accordingly, the City requires Corporation to inform the City on a regular basis of any changes in the Officers of the Corporation and of the identity of its subcontractors and their areas of responsibility.

### **ARTICLE VIII - COVENANTS AND CONDITIONS**

All provisions hereof expressed as either covenants or conditions on the part of the City or the Corporation to be performed or observed shall be deemed to be both covenants and conditions.

### **ARTICLE IX - COMPLIANCE WITH CONTROLLING LAW**

The Corporation shall comply with all applicable laws, rules, regulations, ordinances, resolutions and policies of the federal, state, and local governments as they pertain to this Agreement. In addition to the foregoing, the Corporation shall comply immediately with any and all directives issued by the City or its authorized representatives under authority of any laws, rules, regulations, ordinances, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

### **ARTICLE X - ACCEPTABILITY OF WORK**

The City shall decide any and all questions that may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to the Corporation, the acceptable completion of this Agreement, and the amount of compensation due. In the event the Corporation believes that any requirement of the City interferes with or affects the independence of the Corporation, the Corporation shall confer with the City in order to resolve any possible conflict. In the event the Corporation and the City cannot agree as to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the Corporation in this Agreement, the City or the Corporation shall give to the other written notice thereof. No later than ten (10) calendar days thereafter, the Corporation and the City shall each prepare a written report that supports its position and file the same with the City and the other party. Thereafter, the City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the Corporation. This is not intended to be in any arbitration dispute between the parties of this Agreement.



## **ARTICLE XI - INFORMAL DISPUTE RESOLUTION**

If the Corporation and the City have any dispute as to their respective rights and obligations under this Agreement, or the meaning or interpretation of any provisions hereof, they shall first attempt to resolve such disputes by informal discussion between their respective principals. Within five (5) calendar days of determining the existence of any such dispute, the party determining there is such dispute shall give written notice of the existence of the dispute and the need to meet informally to resolve such dispute. The parties shall endeavor thereafter to meet within five (5) days of the second party's receipt of such notice, or at such time thereafter as is reasonable under the circumstances.

## **ARTICLE XII - INDEMNIFICATION**

The Corporation agrees to defend, indemnify, protect and hold the City, and all of its officers, agents and employees harmless from any and all actions, suits, proceedings, liability, claims, demands for, damages or injuries to, any person, including injury to the Corporation's officers, agents, and employees, and all claims that may arise from or are directly connected with or attributable to the negligence or failure to perform professional services or other obligations of this Agreement, or are caused or claim to be caused by the acts or omissions of the Corporation, its officers, agents or employees, and all expenses of investigating and defending against same; provided, however, that this duty to defend, indemnify and hold harmless shall not include any claim arising from the established sole negligence or willful misconduct of the City, its officers, agents or employees.

## **ARTICLE XIII - INSURANCE**

### **A. PREREQUISITES TO COMMENCEMENT OF WORK.**

1. Prior to the execution of this Agreement by the Parties and approval by the City Attorney in accordance with Charter Section 40, and prior to Corporation's performance of its obligations and/or duties under this Agreement, Corporation shall complete each of the following:
  - (a) obtain City approval of each insurance company (or companies), as required in Section B below;
  - (b) obtain all insurance coverage required in Sections 13(C); 13(D); and 13(E), below;
  - (c) obtain, and provide to the City, insurance certificates evidencing all insurance coverage required in Sections 13(C); 13(D); and 13(E), below; and
  - (d) confirm that all insurance policies and insurance certificates contain the specific provisions required by Sections 13(C); 13(D); and 13(E), below.

2. Corporation shall not allow any subcontractor to commence work on a subcontract in connection with this Agreement, unless and until all insurance required of the subcontractor, as described in Sections 13(C), 13(D), and 13(E), below, has been obtained.

**B. INSURANCE COMPANIES.** All insurance coverage required in Sections 13(C), 13(D), and 13(E), below, shall be carried only by insurers that have been rated "A-,VI" or better, by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted "surplus lines" carriers, only if the carrier is authorized to do business in the State of California and is shown on the List of Eligible Surplus Lines Insurers.

**C. COMMERCIAL GENERAL LIABILITY INSURANCE.**

1. At all times during the term of this Agreement, Corporation shall maintain, in full force and effect, Commercial General Liability Insurance, written on an ISO Occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000.
2. The policy shall expressly provide that:
  - (a) all defense costs shall be outside the limits of the policy; and
  - (b) the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
3. The policy shall be endorsed to expressly provide that:
  - (a) The City of San Diego, its elected officials, officers, agents, employees, and representatives are named as additional insureds; and
  - (b) the policy is primary and non-contributory to any insurance that may be carried by the City.
4. There shall be no endorsement or modification of the policy limiting the scope of coverage for insured vs. insured claims, or for contractual liability.

**D. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.**

1. At all times during the term of this Agreement, Corporation shall maintain in full force and effect Commercial Automobile Liability Insurance for all of Corporation's automobiles (including owned, hired, and non-owned automobiles), written on an ISO form CA 00 01 12 90 or a later version of this

form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all bodily injury and property damage, for a combined single limit of \$1,000,000 per occurrence.

2. The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
3. The policy shall be endorsed to expressly provide that The City, its elected officials, officers, agents, employees, and representatives are named as additional insureds.

**E. WORKERS' COMPENSATION INSURANCE.**

1. At all times during the term of this Agreement, Corporation shall maintain in full force and effect Workers' Compensation Insurance for all of Corporation's employees who are subject to this Agreement, to the extent required by the State of California, providing a minimum of \$1,000,000 of employers' liability coverage.
2. The policy shall expressly provide that the policy cannot be cancelled or materially changed, except after thirty calendar days written notice by the insurer to the City by certified mail.
3. The policy shall be endorsed to expressly provide that the insurer waives the right of subrogation against The City of San Diego, its elected officials, officers, agents, employees, and representatives.

**F. ENDORSEMENTS.** All endorsements required under Sections 13(C), 13(D), and 13(E) above shall be in full force and effect for the entire term of this Agreement.

**G. CITY'S RIGHT TO REQUEST AND REVIEW CORPORATION'S INSURANCE POLICIES.** The City reserves its right to request, and Corporation shall immediately submit to the City upon the City's request, copies of any policy required in Sections 13(C), 13(D), and 13(E) above, and its right to review, at any time, Corporation's insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. If the City determines that such insurance coverage, limits, deductibles, and/or self-insured retentions are unacceptable, the City and Corporation shall amend this Agreement to adjust such insurance coverage, limits, deductibles, and/or self-insured retentions to a level acceptable to the City, and Corporation shall comply with any such amendment.

**H. DEDUCTIBLES AND SELF-INSURED RETENTIONS.** All deductibles and self-insured retentions on any policy shall be the responsibility of Corporation, and shall be disclosed on the insurance certificates and acceptable to the City.

- I. CORPORATION'S LIABILITY NOT LIMITED TO INSURANCE COVERAGE.** Corporation's liability, including, but not limited to, Corporation's indemnity obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required in this Article.
- J. MODIFICATIONS AFFECTING CITY'S EXPOSURE TO LOSS.** Corporation shall not modify any policy (or endorsement thereto), which increases the City's exposure to loss for the duration of this Agreement.
- K. ADDITIONAL INSURANCE.** Corporation may obtain additional insurance not required by this Agreement.
- L. EXPIRATION OF POLICIES.** At least thirty calendar days prior to the expiration of each insurance policy required herein, Corporation shall provide the City an insurance certificate, showing that a new or extended policy has been obtained which meets the requirements of this Agreement.
- M. REQUIREMENT TO MAINTAIN INSURANCE COVERAGE.** Corporation's maintenance of the insurance coverage required in Sections 13(C), 13(D), and 13(E) above is a material provision of this Agreement. Any failure by Corporation to maintain or renew such coverage, or to provide the City evidence of renewal, during the term of this Agreement, shall constitute a material breach of contract.

#### **ARTICLE XIV - CONFLICT OF INTEREST**

- A.** The Corporation aware of and is subject to all applicable federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.
- B.** If, in performing the Professional Services set forth in this Agreement, the Corporation makes, or participates in, a "governmental decision" as described in title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Corporation shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Corporation's relevant financial interests. Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk.
- C.** The Corporation shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Corporation is subject to a conflict of interest code. The Corporation shall also file a Form 700 (Annual Statement) on or

before April 1, disclosing any financial interests held during the previous calendar year for which the Corporation was subject to a conflict of interest code.

- D. If the City requires the Corporation to file a Statement of Economic Interests as a result of the Professional Services performed, the Corporation shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.
- E. The Corporation shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. If the Corporation violates any conflict of interest law, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Corporation to liability to the City for attorneys' fees and all damages sustained as a result of the violation. It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of sections 1090 et seq. and sections 87100 et seq. of the California Government Code relating to conflicts of interest for public officers and employees, as well as the conflict of interest codes of the City. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City shall immediately terminate this Agreement by giving written notice thereof. The Corporation agrees to abide by sections 87100 et. seq. of the California Government Code during the term of this Agreement. The City may determine that the Corporation is subject to a conflict of interest code and is required to complete one or more statements of economic interest disclosing relevant financial interests. Upon the City's request, the Corporation shall submit the necessary documentation.
- F. The Corporation's personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any Subcontractor or potential Subcontractor. The Corporation shall not recommend or specify any product, supplier, or contractor with whom the Corporation has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
- G. If the Corporation violates any conflict of interest law, or any of the provisions of Article XIV of this Agreement, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies set forth in Exhibit C. Further, any such violation shall subject the Corporation to liability to the City for attorney's fees and all damages sustained as a result of the violation.

## **ARTICLE XV – ATTORNEYS’ FEES**

If either party brings any action or proceeding to enforce, protect or establish any right or remedy arising out of or based upon this Agreement, including, but not limited to, the recovery of damages for its breach, the prevailing party in said action or proceeding shall be entitled to recovery of its costs and reasonable attorneys’ fees.

## **ARTICLE XVI - NOTICES**

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to the City shall be addressed to City of San Diego, City Planning and Community Investment, Economic Development Division, 1200 Third Avenue, Suite 1400, MS-56D, San Diego, California 92101. Notice to the Corporation shall be addressed to the attention of Mike Trunzo, P.O. Box 151176, San Diego, CA. 92175-1176. Either party may change the address for its receipt of notice hereunder by giving notice thereof in the manner herein specified. Nothing herein contained shall preclude or render inoperative service or such notice in the manner provided by law.

## **ARTICLE XVII - CONTRACTS AWARDED BY CORPORATION**

The Corporation shall comply with the San Diego Municipal Code sections 65.0212 (c)(6) and 65.0214 for the award of any contract pertaining to the District.

## **ARTICLE XVIII - NON-DISCRIMINATION REQUIREMENTS**

### **A. EQUAL OPPORTUNITY CONTRACTING PROGRAM**

The Corporation and each of its Subcontractors shall comply with the City’s Equal Opportunity Contracting Consultant Requirements which is attached hereto as Exhibit A and incorporated herein by this reference.

### **B. NON-DISCRIMINATION ORDINANCE**

The Corporation shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. The Corporation shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Corporation understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Corporation and any subcontractors, vendors and suppliers.

**C. COMPLIANCE INVESTIGATIONS**

Upon the City's request, the Corporation agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Corporation has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Corporation for each subcontract or supply contract. The Corporation further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's NONDISCRIMINATION IN CONTRACTING ORDINANCE (Municipal Code sections 22.3501-22.3517.) The Corporation understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in remedies being ordered against the Corporation up to and including contract termination, debarment, and other sanctions for violation of the provisions of the NONDISCRIMINATION IN CONTRACTING ORDINANCE. The Corporation further understands and agrees that the procedures, remedies and sanctions provided for in the NONDISCRIMINATION ORDINANCE apply only to violations of said NONDISCRIMINATION ORDINANCE.

**ARTICLE XIX - STORM WATER POLLUTION PREVENTION**

The Corporation and each of its Subcontractors shall comply with the Storm Water Management And Discharge Control ordinance, San Diego Municipal Code section 43.0301, which is attached hereto as Exhibit B and incorporated herein by this reference, in performing or delivering services in the District regardless of location.

**ARTICLE XX - DRUG-FREE WORKPLACE**

The Corporation agrees to comply with the City's Drug Free Workplace requirements. Every person or organization awarded a contract by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace. Any subcontract entered into by the Corporation pursuant to this Agreement shall contain this provision.

**ARTICLE XXI - AMERICANS WITH DISABILITIES ACT**

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that it is aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally-mandated Americans with Disabilities Act ("ADA"). Contractors and subcontractors will be individually responsible for their own ADA program.

**ARTICLE XXII - EMPLOYMENT OF CITY STAFF**

This Agreement may be unilaterally and immediately terminated by the City if the Corporation an individual, who, within twelve (12) months immediately preceding such

employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Corporation for this project.

### **ARTICLE XXIII - MISCELLANEOUS PROVISIONS**

**A. MUNICIPAL POWERS**

Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

**B. CALIFORNIA LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. The Corporation covenants and agrees to submit to the personal jurisdiction of any state court in the City of San Diego, State of California for any dispute, claim or matter arising out of or related hereto.

**C. INTEGRATED AGREEMENT**

This Agreement including Attachments and/or Exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged herein. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the City and the Corporation.

**D. SEVERABILITY**

The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal.

**E. WAIVER**

The failure of the City to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

**F. HEADINGS**

All headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.



**G. COUNTERPARTS**

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement executed by City of San Diego acting by and through its City's Mayor or designee and by the Corporation pursuant to Resolution No. \_\_\_\_\_.

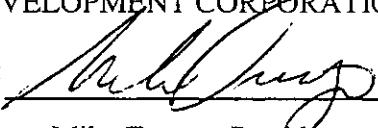
Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE CITY OF SAN DIEGO

By: \_\_\_\_\_  
Mayor or Designee  
City of San Diego

Date: \_\_\_\_\_

COLLEGE AREA ECONOMIC  
DEVELOPMENT CORPORATION

By:  \_\_\_\_\_  
Mike Trunzo, President

Date: \_\_\_\_\_

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_  
day of \_\_\_\_\_, 2008.

MICHAEL J. AGUIRRE, City Attorney

By: \_\_\_\_\_

Kimberly Kaelin  
Deputy City Attorney

**LIST OF EXHIBITS**

- A. Equal Opportunity Contracting Program [EOCP] Consultant Requirements
- B. Storm Water Prevention Program
- C. Conflict of Interest and Procurement Policy for Nonprofit Corporations Contracting with the City of San Diego